

Federal 1122 Program Participation Agreement

This Agreement (herein referred to as the "Agreement") is made between the Florida Sheriffs Association's 1122 Program Coordinator, Jan Raymond, who is the State Point of Contact (herein referred to as the "SPOC") for the State of Florida under the Federal 1122 Program, located at 2617 Mahan Drive, Tallahassee, Florida and City of Port St. Lucie, Florida (herein referred to as the "Agency"), a municipal corporation, local government, law enforcement agency, or political subdivision of the State of Florida whose legal address is 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984.

WHEREAS, voluntary purchasing agreements between and among public agencies in the State of Florida have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Chapter 217, Florida Statutes; and

WHEREAS, the 1122 Program permits state and local agencies to purchase through federal procurement channels-equipment suitable for use in the performance of counter-drug activities, homeland security and emergency response missions; and

WHEREAS, the 1122 Program will permit state and local government agencies to take advantage of the purchasing power of the federal government to receive discounts commensurate with large volume purchases; and

WHEREAS, this Agreement is necessary for the Agency to order qualifying equipment under the 1122 Program through the SPOC.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result therefrom, the parties agree as follows:

1. The Agency is a municipal corporation, local government, law enforcement agency, or political subdivision of the State of Florida that performs counter-drug, homeland security and/or emergency response activities.
2. The Agency is eligible to participate in the Federal 1122 Program.
3. The Agency shall submit all procurement requests to the SPOC via email using the purchase request forms made available on the Florida Sheriffs Association's website. Documentation required by the Federal Government validating the mission for each procurement request will be included.
4. The SPOC shall submit, in the name of the Agency, all procurement requests by the Agency under the 1122 Program.
5. The Agency is responsible for the payment of all costs and expenses associated with procurement requests under the 1122 Program submitted to the SPOC. The Agency will submit a Purchase Request Form for each order using the forms available on the Florida Sheriffs Association's website. When ordering through DLA, the participating agency shall produce a credit card for pre-payment on all orders. All orders shall be paid in accordance with Chapter 215.422, F.S.

6. Receipt, inspection and acceptance of all equipment, materials and services ordered under this Agreement is the exclusive obligation of the Agency.
7. Exercising any rights or remedies of the Agency shall be the exclusive obligation of the Agency.
8. The procurement of equipment through the 1122 Program shall be subject to, and in accordance with, the terms and conditions entered by the applicable federal agency with the vendor, except for modifications of those terms and conditions otherwise allowed by law.
9. The selection of equipment to be ordered through the 1122 Program is at the option of the Agency, except that all such equipment must be procured and used for counter-drug related activities, homeland security and/or emergency response missions.
10. Neither the Florida Sheriffs Association, nor the SPOC, shall be liable in any fashion for any violation by the Agency of the terms, guidelines, regulations, and statutes applicable to the 1122 Program.
11. The Florida Sheriffs Association and the Agency agree to assume responsibility for the acts, omissions, or conduct of each party's own employees in connection with any procurement under the 1122 Program. The Florida Sheriffs Association and the Agency do not thereby waive any protections, available defenses, or limitations of actions, to which they may be entitled in accordance with Florida Statutes section 768.28 and Florida law. Any limitation on a party's liability shall be in accordance with Florida Statutes section 768.28 or any other applicable provision of Florida law.
12. The Agency agrees to hold the Federal Government, the State of Florida, the Florida Sheriffs Association and the SPOC harmless in the event of any lawsuit or claim arising as a result of the acquisition, use or disposal of such equipment procured under the program.
13. The Agency agrees to a two and one half (2.5%) percent administrative fee to be assessed on all purchases made under the Federal 1122 Program. The fee shall be included on the invoice for items purchased when purchases are made through GSA. For DLA purchases that are pre-paid on a credit card, a separate invoice will be sent to the Agency.
14. The Agency agrees that funds must be available and set aside to cover each purchase request before any requisition for equipment and supplies are forwarded to a vendor by the SPOC.
15. The Agency agrees that that upon receipt of the requested supplies and/or equipment, the Agency will inspect the shipment in order to ensure that all items have been received. At this time, payment will be issued from the Agency to the Florida Sheriffs Association for GSA orders (orders through DLA require pre-payment via credit card). Issuing a payment signifies to the SPOC that the Agency deems the vendor invoice "ok to pay."
16. The Agency agrees that if supplies or equipment is received that is not in conformance with item specifications, the Agency will immediately notify the SPOC for resolution.

17. The Agency understands that neither the Florida Sheriffs Association, nor the SPOC, endorses or recommends any specific vendor and/or product. Product warranty issues will be dealt with directly between the agency and the vendor/manufacturer.
18. The Agency agrees that any property received/acquired under the provisions of Section 1122 of the Defense Appropriations act of 1990/94 will be properly operated, maintained, and secured.
19. Once the Agency has been approved to be an active participant in the 1122 Program, the Agency will comply with the 1122 Program rules.
20. Regarding purchases for homeland security, the Agency agrees that any item purchased for Homeland Security must be in the Homeland Security Authorized Equipment List (AEL).
21. This Agreement shall take effect upon signing by both parties. It shall remain in effect until notice of termination is given in writing from either party, or it is automatically terminated and a new agreement needs to be signed if there is a change in Agency Head/Chief Executive Officer.
22. Either party may terminate this Agreement without cause by giving the other party written notice thirty (30) days prior to termination date. Any orders in process will need to be fully completed prior to the termination being complete. No penalties shall accrue for such early termination.
23. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall lie in the appropriate court in and for Leon County, Florida.
24. The Agency Head/Chief Executive Officer of the Agency is listed below as the signor of this agreement. This person is authorized to procure equipment/supplies in accordance with appropriate instructions and directives furnished by the SPOC. The person(s) listed below have been appointed by the Agency Head/Chief Executive Officer to requisition and/or sign for equipment and supplies on behalf of the Agency. Although the individuals listed have been appointed by the Agency Head/Chief Executive Officer, ultimate responsibility and liability under the Federal 1122 Program resides with the Agency Head/Chief Executive Officer. Therefore, any changes that need to be made to the list shall be provided in writing to the SPOC as soon as the change is necessary. The purpose of designating these Agency points of contact is to help in disseminating program information and to provide an agency level review for compliance with your internal purchasing policies.

Person(s) Authorized to Requisition or Sign for Equipment or Supplies (Include Full Name and Title; The Agency Head/Chief Executive Officer may appoint as many people as he/she would like):

1. Caroline Sturgis, Director, Office of Management & Budget and Procurement
- 2.
- 3.

The Agency agrees that all individuals appointed to place requisitions under the Federal 1122 Program have reviewed the FSA 1122 FAQ Sheet on the Florida Sheriffs Association website and understand the 1122 program requirements and guidelines.

25. The Agency shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, including any or all its right, title or interest therein to any person, agency, company or corporation. In the event that the SPOC changes, this Agreement remains in effect in its entirety.

26. Notices required under this Agreement shall be mailed to the addresses listed above, or when emailed to the addresses as follows:

For the Agency: Caroline Sturgis

For the SPOC: jraymond@flsheriffs.org

In WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused this Agreement to be executed at Tallahassee, Leon County Florida.

FLORIDA SHERIFFS ASSOCIATION

By: _____, Date: _____

Agency Head/Chief Executive Officer:

By: _____, Date: _____

Printed Name: _____ Title: _____