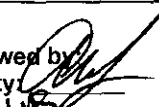





**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** COPS - Interoperability Communications Technology Grant**DEPARTMENT:** Information Technologies**AUTHORIZED BY:** Chris Grasso **CONTACT:** Greg Holcomb **EXT.** 1010**Agenda Date** 07/13/2004 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐**MOTION/RECOMMENDATION:**

Request the Board approve the Interlocal Agreement For Interoperable Communications Equipment for U.S. Department of Justice State of Florida, Domestic Homeland Security Region 5, Community Oriented Policing Services (COPS) Interoperability Communications Grant Program. The Board previously approved participation on December 9, 2003. The purpose of the agenda item is to approve Seminole County funding allocation, expenditures, and the Interlocal agreement to meet the requirements of the Regional Grant that was awarded and being administered by the Orange County Sheriff's Office in compliance with applicable grants terms and conditions and uniform administrative rules as set forth in 28 CFR Part 66.

BACKGROUND:

The COPS Interoperable Communications Technology Grant is intended to enhance and increase Region 5's infrastructure equipment to provide five common mutual aid channels, 800 MHz and VHF, encompassing the nine Region 5 counties. By signing the agreement, Seminole County recognizes and agrees to provide 25 percent matching funds for any equipment, materials, or services received from this Grant. In the previous

Reviewed by:	
Co Atty:	
DFS:	
Other:	
DCM:	
CM:	
File No.	ITTC01A

Board action on December 9, 2003, funding was approved not to exceed the estimated \$2,126,195, of which \$531,549 would have been necessary as matching funds of 25% of the total. This award is part of the region award that was \$ 8,416,000 dollars.

The actual funding appropriation has been reduced through the RFP process and competitive bidding accomplished by the Technical and Grant management teams formed to administer the Grant. All nine counties had representation and participated in this process. The new not-to exceed funding is \$1,287,478, of which \$321,869 is necessary as matching funds for 25% of the total.

As identified in previous Board action, the benefit of participation is true interoperability amongst the Public Safety communities, not only in the region, but the State. The methodology selected will allow for any 800 MHz and/or VHF radio system, with the proper channelization, to communicate within our system without requiring our units to purchase any new subscriber radios. In retrospect, it will allow us the ability to communicate across the 9 county regions of Volusia, Lake, Brevard, Orange, Osceola, Indian River, Martin, and St. Lucie. This will be accomplished by simply changing channels on our existing radio equipment. In addition to interoperability, this grant equipment will provide another level of redundancy to our existing system. As a failsafe, the interoperable equipment could be used in the event of catastrophic equipment failure of the existing 800 MHz system. Again, it will allow continued, though limited, interoperability even in this situation. This is a benefit not only to Public Safety/Law Enforcement, but to all users of the system, including County operations; Transportation, Traffic, Environmental.

Based on the benefit analysis and Radio system utilization, we have prepared and recommend the attached funding option to lessen the total impact on any one funding mechanism. We are recommending this approach due to the benefit associated with each user agency. The actual funding appropriation is to be finalized by approval and action of the Board of this agenda item.

Sheriff	40% (General Fund)
Fire	30% (Fire Fund)
Environmental	10% (Environmental)
Public Works	10% (Transportation)
County Operations	10% (General Fund)

Review of new equipment with Motorola has identified that no additional Maintenance or Recurring costs will be associated with supporting the equipment. New equipment support will be added under the existing yearly maintenance contract costs. No recurring funds are necessary.

COPS Grant Funding

Funding Recommendation

Fund Name	% Of Funding for Match	\$ Amount Provided
I.T.. CIP Fund (County Operations & Sheriff)	50%	\$160,935
Fire Fund	30%	\$96,561
Transportation Trust	10%	\$32,187
Water and Sewer	5%	\$16,093
Solid Waste	5%	\$16,093
Total	100%	\$321,869
Total Cost of Match	\$321,869	

* Note - Recommended funding and match was reduced from the original estimate presented.
Original Match approved by the Board on 12/09/03 Agenda was \$531,549.

**INTERLOCAL AGREEMENT FOR
INTEROPERABLE COMMUNICATIONS EQUIPMENT
FOR REGION FIVE**

This Interlocal Agreement, hereinafter referred to as “Agreement,” is made and entered into by and between the Sheriff’s Office of Orange County, Florida, whose address is 2500 West Colonial Drive, Orlando, Florida 32804, hereinafter referred to as “OCSO,” Orange County, Florida, a political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, hereinafter referred to as “Orange County;” Brevard County, Florida, a political subdivision of the State of Florida, whose address is 700 South Park Avenue, Titusville, Florida 32780, hereinafter referred to as “Brevard County;” Indian River County, Florida, a political subdivision of the State of Florida, whose address is 4055 41st Avenue, Vero Beach, Florida 32960, hereinafter referred to as “Indian River County;” Lake County, Florida, a political subdivision of the State of Florida, whose address is 315 West Main Street, Tavares, Florida 32778, hereinafter referred to as “Lake County;” Martin County, Florida, a political subdivision of the State of Florida, whose address is 2401 Southeast Monterey Road, Stuart, Florida 34997, hereinafter referred to as “Martin County;” Osceola County, Florida, a political subdivision of the State of Florida, whose address is 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as “Osceola County;” Seminole County, Florida, a political subdivision of the State of Florida, whose address is 1101 East 1st Street, Sanford, Florida 32771, hereinafter referred to as “Seminole County;” St. Lucie County, Florida, a political subdivision of the State of Florida, whose address is 2300 Virginia Avenue, Fort Pierce, Florida 34982, hereinafter referred to as “St. Lucie County;” and Volusia County, Florida, a political subdivision of the State of Florida, whose address is 123 West Indiana Avenue, Deland, Florida 32720, hereinafter referred to as

“Volusia County.” The entities listed above shall be referred jointly as the “Participants.”

WITNESSETH:

WHEREAS, by this Agreement, the Orange County Sheriff’s Office and the Counties listed above do hereby agree to participate in the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), Interoperable Communications Technology Grant Award hereinafter referred to as the “Grant” and shall implement the grant in compliance with applicable grants terms and conditions and uniform administrative rules as set forth in 28 CFR Part 66.

WHEREAS, the COPS Interoperable Communications Technology Grant is intended to enhance and increase Region 5’s infrastructure equipment to provide five common mutual aid channels, 800mhz and VHF, encompassing the nine Region 5 counties listed herein, and

WHEREAS, the various participants to this Agreement recognize and agree to provide 25 percent matching funds for any equipment, materials or services received from this Grant; and

WHEREAS, the Grant was awarded on September 1, 2003, and the Orange County Board of County Commissioners has approved said application and acceptance of the Grant on December 16, 2003.

WHEREAS, the Participants believe that the use of said funds for the development of an Interoperable Communications system in Region 5 shall enhance the overall security and safety of citizens of the State of Florida and more specifically the citizens and public safety officers of Region 5;

NOW, THEREFORE, in consideration of the mutual benefits, covenants and promises contained herein, the parties agree as follows:

Section 1. Preamble Incorporated. The foregoing recitals are true and correct and are incorporated herein as part of this Agreement.

Section 2. Authority. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act, Chapter 163, Part 1, Florida Statutes (2003).

Section 3. Purpose. The purpose of this Agreement is to enhance and increase Region 5's infrastructure equipment to provide five common mutual aid channels, 800mhz and VHF, encompassing the nine Region 5 counties listed herein, to ensure that emergency first responders can coordinate, communicate and share vital information between jurisdictions and agencies who may be called upon to respond to natural or man made disasters.

Section 4. Joint Obligations. The Participants to this Agreement acknowledge and agree to the following joint obligations.

a. All Participants who receive equipment, hardware, software or other materials necessary to the creation and maintenance of an interoperable communications system agree to provide matching funds of at least 25% towards the purchase of said items in accordance with the terms and conditions of the Grant.

b. All Participants shall comply with the requirements of the Grant, including but not limited to the "Conditions of COPS Interoperable Communications Technology Grant Award" (attached hereto as Exhibit A) as well as all local, state or Federal rules and regulations which may be imposed upon the Participants in exchange for their participation in this program, including but not limited to the uniform administrative rules set out in 28 CFR Part 66.

c. Each County shall ensure that a copy of this Interlocal is filed with the Clerk of the Circuit Court for their respective county in accordance with section 163.01(11), F.S. within ten business days of the agreement being executed by the Parties.

Section 5. Equipment.

- a. The ownership, disposal, and transfer of equipment, hardware, software or other materials provided through this Grant shall be controlled in accordance with the Grant.
- b. The Participants shall be considered to be the owners / managers of said equipment upon its receipt by them and shall be responsible for maintaining, inventorying and using the equipment in accordance with the provisions of the Grant and the U.S. Department of Justice COPS Office.
- c. When the Grant is closed out by the U.S. Department of Justice COPS office, the Participants agree that title and control of the items provided to each individual Participant through the Grant, and for which the Participant has provided 25 % matching funding, shall vest in said individual Participant to the extent permitted by the Grant and the Sheriff of Orange County shall provide the DOJ / COPS office(s) and all participating parties with a letter detailing the official transfer of the equipment to the receiving agencies.
- d. All Participants will comply with United States Department of Justice administrative requirements for subsequent transfers of title involving equipment funded from grant proceeds.

Section 6. Maintenance and Use of Equipment.

- a. All maintenance and repairs for this equipment shall be the responsibility of the individual Participant who receives the equipment and pays the 25% matching funding required by the Grant.
- b. The Participants agree that they will use the equipment to establish an interoperable communications system between the Participants and Region 5 and they will use all reasonable means to ensure the continued operation of said system for the life of the equipment.

Section 7. Fiscal Obligations.

- a. The Participants agree to transfer their matching funds to the Orange County Sheriff's Office upon receipt of their equipment and/or services.
- b. The Orange County Sheriff's Office will facilitate the ordering of the Participant's equipment and will process the paperwork necessary to pay for the equipment and to seek reimbursement through the Grant.
- c. The County Comptroller's Office shall prepare and submit quarterly financial records as required by the Grant.

Section 8. Procurement or Acquisition Processes.

- a. All Participants agree that all equipment for this project will be acquired through the Orange County Sheriff's Office and that the Sheriff shall be the final decision maker on the procurement of equipment, hardware, software or other materials in accordance with the Grant.
- b. The Participants will receive equipment, hardware, software or other materials as generally detailed in the "Combined Equipment List" attached hereto as Exhibit "A". The Participants agree that final equipment lists may vary slightly as a result of information provided by vendors or due to other unforeseen circumstances.
- c. Any payments or disputes over payment shall be resolved and governed in accordance with the Prompt Payment Act and s. 218.70, F.S.

Section 9. Management Committee and Dispute Resolution Procedure.

- a. The Management Committee shall be chaired by the Project Director who shall be designated by the Orange County Sheriff's Office.
- b. Each Participant shall assign a representative to the Management Committee to assist with the coordination and implementation of the Grant and the Interoperable

Communications System.

- c. In the event that the Parties to this Agreement have a dispute which requires resolution they agree to be comply with the following procedures:
 - a. The aggrieved Party(s) shall request a meeting of the Committee and shall present the issue for discussion at the next scheduled meeting or at any special meeting called for that purpose.
 - b. The Project Manager shall mediate any such dispute, however in the event Orange County is a party to the dispute, the aggrieved parties shall select a third person to act as Mediator.
 - c. Any resolution of a dispute between the Parties, shall not conflict with, alter or breach any of the terms and conditions of this Agreement, the Grant provisions or the rules and regulations of the Department of Justice. All such resolutions shall be reviewed by the sub-Grantee who must approve them prior to their being implemented.
 - d. Any costs incurred in the dispute resolution procedure shall be equally borne by the involved parties.
- d. The Management Committee will review the procurement process and may make recommendations to the Sheriff and the Purchasing Office on issues surrounding the procurements made in furtherance of the Interoperable Communications System.

Section 10. Participants' Employees. Participants may assign or direct specific employees to participate in, or assist with planning, coordinating and training activities associated with the implementation of the Interoperable Communications System. Any Participant's employee assigned to,

or providing planning, coordination, or instructional/training services as part of this Grant, shall at all times remain the employee of his/her respective Participant, and such employees shall remain subject to the rules and regulations, policies, procedures, orders, directives, etc., of their respective Participant. Each Participant shall retain full responsibility for compensation, insurance, benefits, logistical support, liability, and all other employer/employee related matters associated with any Participant's employee so assigned.

Section 11. Entire Agreement. This Agreement forms and constitutes the entire Agreement between the Participants and no other Agreements or Agreements, whether oral or written, shall be deemed to exist with regard to the specific subject matter of this Agreement. None of the provisions, terms and conditions contained in the Agreement may be added to, deleted, modified, superceded or otherwise altered, except by written amendment executed by parties hereto.

Section 12. Termination. This Agreement may be terminated and of no further force and effect upon 30 (thirty) days notice in writing by any party to this Agreement to the other Participants to this Agreement. In the event one (1) of the Participants decides to terminate this Agreement, all equipment received by that Participant through this grant shall be disposed of or retained in accordance with the guidelines established by the Department of Justice or other appropriate Federal authority.

Section 13. Indemnity and Insurance.

a. Each Participant to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof to the extent provided by s. 768.28, F.S.

b. The Participants further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the

State of Florida, nor as a waiver of any governmental entities sovereign immunity, beyond the waiver provided for in Section 768.28, Florida Statutes.

c. The waiver of a provision herein by either Participant shall not constitute the further waiver of said provision or the waiver of any other provision.

d. Nothing herein shall be intended to give any Participant the right to bind or otherwise contract for or on behalf of any other participant to this Agreement and the U.S. Department of Justice COPS Office.

Section 14. Binding Effect. This Agreement shall be binding upon and insure to the benefit of the Participants hereto and the successors in interest, transferees and assigns of the parties.

Section 15. Assignment. This Agreement shall not be assigned by any Participant without the prior written approval of any other.

Section 16. Public Records. In conjunction with this Agreement and pursuant to Chapter 119, Florida Statutes, the Participants shall each comply with the Florida public records laws, and its exemptions.

Section 17. Records and Audits. The Participants shall maintain in its places of business any and all books, documents, papers, and other property and equipment pertaining to work performed under this Agreement. Such records shall be available at the Participants' places of business at all reasonable times during the term of this Agreement and for as long as such records are maintained thereafter. Such records shall be available to all Participants at the Participant's place of business in compliance with the Florida public records laws and generally accepted accounting and auditing principles and shall be produced upon request by the U.S. Department of Justice COPS office during regular business hours.

Section 18. Discrimination. The Participants agree that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

Section 19. Ethics. The Parties agree that they shall not engage in any activities which in any way could result in any ethical violation, including Chapter 112, Florida Statutes, nor shall any moneys derived from this Agreement be used for the purpose of lobbying the legislature in violation of Florida State law or local ordinance. Any such violations shall be considered a breach of the terms and conditions of this Agreement.

Section 20. Venue. Any litigation occurring as a result of or due to this Agreement shall be located in the courts of Orange County Florida.

Section 21. Terms. The Participants hereby agree that this Agreement shall become effective on the date this Agreement is executed in full, by all appropriate agency representatives of all the named Participants herein, and end five years from the date the Grant is closed out or the system is fully operational, whichever is later.

Section 22. Notices.

- a. Whenever the Participants desire to give notice it must be sent to:

Orange County Sheriff's Office
Attn: Jeffrey C. Templeton
Fiscal Management
2500 West Colonial Dr.
Orlando, Florida 32804
Ph: 407 254-7156

Orange County Public Safety
Communications
Attn: Marilyn Ward
3511 Parkway Center Ct.
Orlando, Florida 32808
Ph: 407 836-9668

- b. The person(s) designated to receive notice on behalf of each county is listed in

Exhibit B.

- c. The Participants may change by written notice as provided herein the addresses or persons for receipt of notices or invoices as described herein. All notices shall be effective upon receipt.

Section 23. *Compliance with Laws and Regulations.* In performance of this Agreement, the Participants shall abide by all laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, and as set forth in the Anti-Lobbying Act, 18 U.S.C. Section 1913 and 31 U.S.C. Section 1352, including those now in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

ATTEST:

(name)

ATTEST:

Maryanne Morse
Clerk to the Board of County Commissioners
Seminole County, Florida

For the Use and Reliance of
Seminole County only

Approved as to form and legal sufficiency.

Arnold W. Schneider, County Attorney

**SHERIFF'S OFFICE OF
ORANGE COUNTY, FLORIDA**

By: _____
Kevin Beary as Sheriff

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

By: _____
Daryl G. McLain, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at their _____
_____, 2004 regular meeting.