

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Florida Interoperability Network Solution Subgrant Agreement

DEPARTMENT: Fiscal Services **DIVISION:** Grants Administration

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Jennifer Bero **EXT.** 7125

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| Agenda Date <u>11/15/2005</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/> |
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MOTION/RECOMMENDATION:


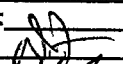

Approve and authorize the chairman to execute the Florida Interoperability Network Solution Grant sponsored by the Florida State Technology Office.

BACKGROUND:

On 2/08/2005 the Board of County Commissioners authorized the conditional agreement for participation in the Florida Interoperability Network Solution Grant Program. As stated in that report, we're now presenting a final version of the agreement for approval. Please authorize the chairman to execute the agreement, securing our participation in the grant program.

Please note that the previous staff report and back-up is attached for your reference.

[Department Contact: Greg Holcomb (407) 665-1010]

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|--------------|---|
| Reviewed by: |  |
| Co Atty: | _____ |
| DFS: | _____ |
| Other: | _____ |
| DCM: |  |
| CM: |  |
| File No.: | <u>DFSG01</u> |

**SUBGRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF
MANAGEMENT SERVICES AND SEMINOLE COUNTY FOR PROVISION OF
TELECOMMUNICATIONS EQUIPMENT FOR FLORIDA STRATEGY**

THIS AGREEMENT is entered into by and between the **STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**, with headquarters at 4850 Esplanade Way, Suite 250, Tallahassee, Florida 32399-0950, hereinafter referred to as the "DMS", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as the "Recipient".

W I T N E S S E T H:

WHEREAS, the State of Florida is vulnerable to a wide array of disasters, which includes disasters caused by terrorist acts; and

WHEREAS, the parties desire to improve the capability and the coordination of the State of Florida and its local and regional agencies of government to respond to terrorist acts; and

WHEREAS, the Department of Community Affairs has prepared and had approved by the U.S. Department of Justice, the State and Local Domestic Preparedness Equipment Program Florida Strategy, dated September 20, 2001 ("the Florida Strategy") to allow the State of Florida to participate in the State and Local Domestic Preparedness Equipment Program; and

WHEREAS, the Department of Community Affairs has received grant funds from the Federal Government and has the authority under Chapter 252, Florida Statutes (the State Emergency Management Act), as amended, to sub-grant these funds and/or equipment and services purchased with these funds and to otherwise provide assistance to improve the disaster response capabilities of local governments through DMS; and

WHEREAS, the Recipient represents that it is fully qualified and eligible to receive from DMS the grant of equipment to provide the services identified herein; and

WHEREAS, the DMS has authority pursuant to Florida law to disburse the equipment described in this Agreement to Recipient,

NOW, THEREFORE, the DMS and the Recipient do mutually agree as follows:

1. SCOPE OF WORK. The Recipient shall fully perform the obligations in accordance with the Scope of Work, Attachment B of this Agreement, which is incorporated herein by reference.

2. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES. Both the Recipient and the DMS shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment A to this Agreement.

3. PERIOD OF AGREEMENT. This Agreement shall begin upon execution by both parties and shall continue conterminously with the DMS Interoperability Contract # MA5906, unless terminated earlier in accordance with the provisions of Paragraph 7 of this Agreement.

4. MODIFICATION OF CONTRACT. Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each of the parties hereto. Such amendments shall be attached to each party's copy of this Agreement.

5. RECORDKEEPING.

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register

8034)" and OMB Circular No. A-87, "Cost Principles for State and Local Governments".

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued and shall allow the DMS or its designee, Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the DMS or its designee, Comptroller, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DMS, with the following exceptions:

(1) If any litigation, claim or audit is started before the expiration of the five (5) year period and extends beyond the five (5) year period the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

(2) Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five (5) years after final disposition.

(3) Records relating to real property acquisition shall be retained for three (3) years after closing of title.

(c) All records, including supporting documentation of all program costs, expended by the Recipient, if applicable, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work, Attachment B and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under

this Agreement, shall allow access to its records at reasonable times to the DMS, its employees and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the DMS.

(e) Any additional terms and conditions pertaining to records and all terms and conditions pertaining to property management and procurement under this Agreement are set forth in Attachments A and B hereto.

6. LIABILITY. Recipient is a state agency or subdivision as defined in Section 768.28, Fla. Stat., and agrees to be fully responsible to the extent provided by Section 768.28, Fla. Stat. for its negligent acts or omissions or tortuous acts which result in claims or suits against the DMS, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any contract related to this Agreement.

7. FUNDING CONTINGENCY: DEFAULT; REMEDIES; TERMINATION.

(a) If the necessary funds are not available to fund this Agreement as a result of action by Congress, the State Legislature, the Office of the Chief Financial Officer, or the Office of Management and Budgeting ("Funding Contingency"), or if any of the following events occur ("Events of Default"), all obligations on the part of the

DMS to make any further delivery of the system components described in Attachment C hereto shall, if the DMS so elects, terminate and the DMS may, at its option, exercise any of its remedies set forth herein, but the DMS may make any delivery of system components after the happening of any Funding Contingency or any Events of Default, (as applicable), without thereby waiving the right to exercise such remedies and without becoming liable to make any further deliveries:

(1) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the DMS shall at any time be false or misleading in any respect, or if the Recipient shall materially fail to keep, observe, or perform any of the terms or covenants contained in this Agreement and has not cured such in timely fashion or is unable or unwilling to meet its obligations there under;

(2) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the DMS, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the DMS;

(3) If any reports required by this Agreement have not been submitted to the DMS or have been knowingly submitted with substantial information that is incorrect, incomplete or insufficient information;

(4) If the Recipient has failed, to a substantial degree, to perform and complete in timely fashion any of the services required under the Scope of Work attached hereto as Attachment B.

(b) Upon the happening of a Funding Contingency, then the DMS may, at its option, upon thirty (30) calendar days prior written notice to the Recipient of termination due to a Funding Contingency, exercise its right to terminate this Agreement. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail, return receipt requested, to the address set forth in Paragraph 8 herein.

(c) Upon the happening of an event of Default the DMS may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the DMS from pursuing any other remedies contained herein or otherwise provided at law or in equity:

(1) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination due to an Event of Default. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail, return receipt requested, to the address set forth in Paragraph 8 herein;

(2) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(3) Exercise any other rights or remedies which may be otherwise available under law;

(d) The DMS may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to: misuse of funds, fraud, lack of

compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and/or refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(e) Non compliance with any terms of this Agreement and the Scope of Work, Attachment B of this Agreement, by the Recipient shall result in termination of Agreement, which will require return of the equipment to the DMS.

(f) Suspension or termination constitutes final agency action under Chapter 120, Florida Statutes, as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(g) In addition to any other remedies, the Recipient shall return to the DMS any granted equipment or supplies which were used for ineligible purposes under the program laws, rules, and regulations governing the use of the funds under the program.

(h) This Agreement may be terminated by the written mutual consent of the parties. In addition, the Recipient has the option to unilaterally terminate this Agreement. Upon termination of the Agreement, either by mutual consent or unilateral action of either party, all supplies and equipment shall be returned to the DMS by the Recipient.

8. NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification

attached to each party's copy of the original Agreement.

(b) All communications, written or oral, relating to this Agreement shall be directed to:

Contract Administrator
Department of Management Services
4030 Esplanade Way, Suite 135E
Tallahassee, Florida 32399-0950
Telephone: 850 410-2404
Fax: 850 922-5313

The Project Officer for this Agreement is Linda Fuchs. She can be contacted for technical assistance relating to this Agreement at the above address, telephone 850-488-8036, or email linda.fuchs@myflorida.com.

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Seminole County Board of County Commissioners
Attn.: Gregory A. Holcomb
150 Bush Blvd., Suite 3-105
Sanford, Florida 32773
Office: 407-665-1010
Email: gholcomb@seminolecountyfl.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, address, telephone, fax, and e-mail of the new Representative will be rendered as provided in Paragraph 8(a) above.

9. OTHER PROVISIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any

subsequent submission or response to DMS request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the DMS and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the DMS from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule or is otherwise unenforceable then such provision shall be deemed null and void to the extent of such conflict and shall be deemed severable but shall not invalidate any other provision of this Agreement.

(c) No waiver by the DMS of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the DMS hereunder or affect the subsequent exercise of the same right or remedy by the DMS for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the DMS under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and

private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity for a period of thirty-six (36) months from the date of being placed on the convicted vendor or discriminatory vendor list.

10. AUDIT REQUIREMENTS.

(a) The Recipient agrees to maintain financial procedures and support documents in accordance with generally accepted accounting principles to account for the receipt of equipment and services and expenditure of Federal resources under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the DMS. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the DMS with the records, reports or financial statements upon request for the purposes of auditing and monitoring the Federal resources awarded under this

Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the DMS. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this Paragraph. In connection with the audit requirements addressed in Paragraph 10(d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised. If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required.

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subparagraph (d) above shall be submitted, when required by Section 320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections 320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections 320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section 320(f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section 320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor to the DMS at each of the following addresses:

Purchasing Director
Department of Management Services
4050 Esplanade Way
Tallahassee, Florida 32399-0950

(g) Any reports, management letter, or other information required to be submitted to the DMS pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida

Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipient, when submitting financial reporting packages to the DMS for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(i) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued and shall allow the DMS, or its designee, the Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the DMS, or its designee, the Comptroller, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DMS.

11. TERMS AND CONDITIONS. The Agreement contains all the terms and conditions agreed upon by the parties.

12. ATTACHMENTS.

(a) All attachments to this Agreement are incorporated as set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

- (1) Exhibit 1: Federal Resources Awarded to Recipient
- (2) Attachment A: Program Statutes, Rules and Regulations
- (3) Attachment B: Scope of Work
- (4) Attachment C: System Overview

13. FUNDING/CONSIDERATION. This is a goods, equipment and supplies grant Agreement. The DMS will grant to the Recipient certain equipment and supplies in order to fulfill the purposes of the Florida Strategy.

14. STANDARD CONDITIONS. The Recipient agrees to be bound by the following standard conditions:

(a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Status, or the Florida Constitution.

(b) Section 287.057(14)(a), Florida Statutes, contracts for commodities or contractual services may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be

contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to Paragraphs (5)(a) and (c) may not be renewed.

(c) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(d) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

(e) The Department of Management Services reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this Agreement.

(f) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the DMS or be applied against the DMS's obligation to pay the contract amount.

(g) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The DMS shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the

employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the DMS.

15. EQUIPMENT AND PROPERTY MANAGEMENT.

(a) The Recipient shall retain ownership of the unit and control over the placement, administration and maintenance of said radio interoperability gateway system. Any change in placement requires DMS approval. In the event of an emergency change of placement of equipment, DMS shall permit Recipient to change placement as necessary and Recipient shall then make reasonable efforts to notify DMS of such change.

(b) The Recipient shall provide for the recurrent costs of the radio interoperability gateway. Such costs include, but are not limited to, telecommunications and annual maintenance.

16. LEGAL AUTHORIZATION. The Recipient certifies, with respect to this Agreement, that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

17. RECEIVING AND INSPECTION CONTACT. The name of the person responsible to sign for and inspect all goods and equipment provided under this Agreement is Gregory A. Holcomb. All goods and equipment should be delivered to his attention at 180 Bush Blvd., Sanford, Florida 32773 (c/o Telecommunications).

18. ETHICS IN GOVERNMENT.

(a) The parties hereto agree that no use of any funds or equipment acquired or transferred hereunder shall be used in any manner that violates any part of Chapter 112, Part III, Florida Statutes, the Code of Ethics for Public Officers and Employees, nor shall such resources be used for the lobbying of any officer or employee of any branch of Federal or State government.

(b) Pursuant to Section 220.115, Florida Statutes, no person or party hereto shall cause any ethical violation by a County officer or employee. Any violation of Section 220.15 shall be grounds for unilateral termination of this Agreement by the Recipient.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

ATTEST:

STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES

By: _____

JOHN C. FORD
Director, Telecommunications &
Wireless Services

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AWS/lpk
10/10/05
sto agt

Attachments:

- Exhibit 1: Federal Resources Awarded to Recipient
- Attachment A: Program Statutes, Rules and Regulations
- Attachment B: Scope of Work
- Attachment C: System Overview

EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

*NOTE: If the resources awarded to the recipient represent more than
one Federal program, provide the same information shown below for each
Federal program and show total Federal resources awarded.*

Federal Program: United States Department of Justice, Office of
Justice Programs

CFDA: 16.007

Equipment Value: \$44,250-\$53,000 depending on final
configuration of equipment

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

*NOTE: If the resources awarded to the recipient represent more than
one Federal program, list applicable compliance requirements for each
Federal program in the same manner as shown below.*

Federal Program: Department of Justice Domestic Preparedness
Equipment Grant must be used to purchase equipment for use in
Domestic Preparedness

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
MAY CONSIST OF THE FOLLOWING:

1. Radio interoperability gateway system.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT
TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section
215.97(5)(a), Florida Statutes, require that the information about
Federal Programs and State Projects included in Exhibit 1 be provided
to the recipient.

Attachment A

Program Statutes and Regulations

Chapter 252, Florida Statutes

28 C.F.R. Chapter 1, Part 66, Uniform Administrative Requirements
for Grants and Cooperative Agreements to State and Local Governments.

Attachment B

Scope of Work

If applicable to the Recipient, this agreement is entered into as an addendum to current statewide mutual aid agreements and is for the purpose of receiving specialized equipment and participation as a State of Florida Regional Terrorism Response Asset.

The Recipient shall maintain, in a satisfactory operational condition, all goods and equipment provided to it under this agreement (see System Overview, Attachment C) for the normal expected operating lifetime or shelf life of said goods and equipment. This includes routine maintenance, repairs, calibration, etc. The Recipient is not responsible for replacing goods or equipment that has reached the end of its normal life expectancy or exceeded its posted shelf life. The equipment, goods, and supplies ("the eligible equipment") provided under this agreement are for the purposes specified in the State and Local Domestic Preparedness Equipment Program Florida Strategy, hereinafter referred to as the "Florida Terrorism Strategy" or the Florida Comprehensive Emergency Management Plan. The Recipient specifically agrees to:

1. Upon notification by the Division of Emergency Management, the Recipient will in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Terrorism Strategy" respond to any and all incidents within its regional response area with all available and eligible equipment and resources which it needs and is reasonably required for the response, for so long as this agreement remains in effect.
2. Acknowledge the receipt of one (1) radio interoperability gateway system and provide adequate space and facilities for the equipment.
3. The radio interoperability gateway system is to be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards.
4. During the term of this agreement, the Recipient shall participate in not less than one (1) regional training event per year, and in not less than one (1) regional exercise or terrorist event simulation per year as scheduled by the Regional Domestic Security Task Forces.
5. The Recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the DMS.
6. Deployment of a radio interoperability gateway system requires

appointment of an individual who can coordinate installation activities at the Recipient's location. The Recipient shall be responsible for assuring the availability of an individual for this purpose. The Recipient will respond in a timely manner to project deadlines.

7. Operation of the radio interoperability gateway system requires one (1) individual. The Recipient shall be responsible for assuring the availability at least one (1) individual for this purpose and associated training.
8. The Recipient shall ensure that the radio interoperability gateway system will be used in accordance with policies and procedures developed by the Regional Domestic Security Task Forces.

If any additional funding becomes available for equipment maintenance, replacement or repair, recurrent costs, training, and/or exercises, Recipient will be eligible to receive a portion of said funds. At this time the parameters to any additional monies have not been defined. Recipient will be notified if additional monies become available.

Attachment C

System Overview

Each Recipient will have the following equipment installed:

1. Radio Gateway Unit (R-GU) (may be shared with other centers at the same location)
2. Workstation Gateway Unit (WS-GU)
3. Soft Switch Radio Network application
4. Dispatch computer with 15" flat panel monitor, keyboard, headset, desktop microphone and speakers
5. Interface modules to local radio systems
6. Telecommunications lines to SUNCOM/MyFloridaNet network with associated router

Note: The Sub-grant Agreement will be amended if there are any significant changes to the above list based on local conditions.

Each Recipient will receive training for a minimum of one (1) staff member in use of the system.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Florida Interoperability Network Solution Subgrant Agreement

DEPARTMENT: Information Technologies

AUTHORIZED BY: Chris Grasso **CONTACT:** Greg Holcomb **EXT.** 1010

| |
|--|
| Agenda Date <u>2/08/2005</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> |
| Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/> |




MOTION/RECOMMENDATION:

Request Board conditional approval and expression of intent to participate in the State of Florida, Domestic Homeland Security, Florida Interoperability Network Solution - STO-ITN-009 Interoperability Communications Grant Program sponsored by the Florida State Technology Office (STO).

BACKGROUND:

This is a non-matching grant fully funded by the State Technology Office as part of the State Interoperability Network. Approval of this agreement grants equipment to Seminole County from the State valued at \$44,250 to \$53,000 for participation. This cost does not reflect County-wide installations nor the installation/project management/network costs of approximately \$50,000 also provided under this grant. Staff's original intent was to have a finalized, subrecipient agreement in acceptable form for today's meeting. However, delays in making necessary revisions by the STO result in the need for a conditional approval by the BCC in order to satisfy the Federal funding acceptance deadline. Staff will present the formal agreement for signature as soon as it is made available. The STO has indicated to staff and the County Attorney's office that an official expression of conditional approval and intent to participate is sufficient to preserve the County's eligibility to receive its share of the grant funded equipment.

There will be 6 configurations for 9-1-1 PSAPs in Seminole County to include the Sheriff, Fire Rescue, Casselberry, Lake Mary, Oviedo, and Winter Springs. Each agency will have their separate agreement. One of the major issues facing the emergency services sector in the State of Florida and, specifically, in the County and municipal Public Safety Answering Points (9-1-1 PSAPs), is the inability of emergency dispatchers to communicate with one another consistently, when the need arises. Additional issues occur during mutual aid with surrounding agencies for first-responders into areas of dissimilar radio networks.

| |
|---|
| Reviewed by:  Co Atty: _____ DFS: _____ Other: _____ DCM:  CM:  |
| File No. <u>C11101</u> |

In Florida, as is typical in other states, there are no common communications technologies for public safety and the many systems in place use a wide range of frequencies. The interoperability challenge exists here as in other states. A variety of local interoperability tools are in place or in deployment but they have limitations. At this time, voice is still the primary means of communications for first responders. However, data and mobile applications are increasingly crucial in public safety operations.

The State Technology Office (STO) envisions a network enabling the availability of information anywhere, anytime, in any required format, to all authorized users. With this vision in mind, the desired response will include a standards-based IP backbone that interfaces to the State's MyFloridaNet communications offering. Historically, public safety agencies have focused primarily on the lack of compatibility between various radio systems. While radio interoperability is clearly a component of achieving overall statewide interoperability, we are seeking solutions that provide a comprehensive, cost-effective approach to enabling interoperability between various communications technologies used by the greater public safety community.

Seminole County participated as a member of the STO Evaluation Team. The Evaluation team was made up of representatives from STO and the 7 Florida regions of the State Domestic Security Task Force of which Seminole County participates in Region 5. We assisted in gathering information, evaluating proposals, and the STO selection process for the Invitation to Negotiate (ITN). In order to facilitate a needs assessment and obtain current information from all appropriate agencies, the Regional Domestic Security Task Force (RDSTF) Interoperable Communications Committee developed and distributed a survey instrument to all ITN No. 03-STO-ITN-009 September 5, 2003 agencies in their regions. While only a portion of the agencies responded, it is clear that the need for interoperable communications extends to every public safety agency and their first responders. There are over 200 dispatch centers and a wide variety of radio systems in use. The size and type of incident impacts the need to intercommunicate, and this need will likely change during the progression of a response. In addition, the priority and necessity of intercommunication will vary depending on the response.

The State Technology Office (STO) wants to provide secure interagency communications across jurisdictional and geographic boundaries. This should result in more timely and effective response to critical events and in enhanced public safety on a day-to-day basis. The STO acknowledges that no one tool may be all encompassing in forming a 100% solution (i.e., any public safety user being able to communicate directly with any other public safety user). The STO requires the primary solution for interoperability based on an IP based network. The intent is to tie the existing systems together rather than do any wholesale replacements. In addition, mutual aid channels must be made available throughout the state where they do not presently exist.

The STO is sought a Contractor to build and maintain the interoperability solution for the life of the contract. The Contractor will be responsible for the system's performance and will serve as the single point of contact for all operational and performance issues. The State will manage use of the network (authorizations, standard operating procedures, etc.). The STO wants to proceed with a phased implementation with voice as the first focus and data in later years. The STO requires the solution to be successfully implemented, accepted and in operation no later than twelve (12) months following the effective date of the contract.

All Florida PSAPs, including Seminole County Fire Rescue, Sheriff's Office, Casselberry, Lake Mary, Winter Springs, and Oviédo, have been solicited to participate in the process. The initial costs for participation, installation, and recurring charges on the MyFloridaNet are being covered by the STO funding. Future years funding will be the responsibility of the using agency. In review of the current MyFlorida costs, the funds can be expended out of existing budget allocations. These expenditures are not anticipated to begin until October 2005 at the earliest. This State grant project compliments the previously approved COPS grant participation with Orange County in Region 5 for interoperability and Homeland security in the Region and across the State of Florida.

Contract Number: MA5906-5

CFDA Number: 16.007

**SUBGRANT AGREEMENT FOR
EQUIPMENT FOR FLORIDA STRATEGY**

THIS AGREEMENT is entered into by and between the State of Florida, State Technology Office, with headquarters in Tallahassee, Florida (hereinafter referred to as the "STO"), and Seminole County Board of County Commissioners (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

- A. **WHEREAS**, the State of Florida is vulnerable to a wide array of disasters, which includes disasters caused by terrorist acts; and
- B. **WHEREAS**, the parties desire to improve the capability and the coordination of the State of Florida and its local and regional agencies of government to respond to terrorist acts; and
- C. **WHEREAS**, the Department of Community Affairs has prepared and had approved by the U.S. Department of Justice, the State and Local Domestic Preparedness Equipment Program Florida Strategy, dated September 20, 2001 ("the Florida Strategy"), to allow the State of Florida to participate in the State and Local Domestic Preparedness Equipment Program; and
- D. **WHEREAS**, the Department of Community Affairs has received these grant funds from the federal government and has the authority under the Emergency Management Act, as amended, to subgrant these funds and to otherwise provide assistance to improve the disaster response capabilities of local governments; and
- E. **WHEREAS**, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- F. **WHEREAS**, the STO has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the STO and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Scope of Work, Attachment B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

Both the Recipient and the STO shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment A.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall continue conterminously with the STO Interoperability Contract # MA5906, unless terminated earlier in accordance with the provisions of Paragraph (7) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the STO or its designee, Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the STO or its designee, Comptroller, or

Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the STO, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.
3. Records relating to real property acquisition shall be retained for three years after closing of title.

(c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work - Attachment B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the STO, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m. local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the STO.

(e) Any additional terms and conditions pertaining to record, and all terms and conditions pertaining to property management and procurement under this Agreement are set forth in Attachments.

(6) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the STO harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the STO, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28, Fla. Stat., for its negligent acts or omissions or tortuous acts which result in claims or suits against the STO, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(7) DEFAULT; REMEDIES; TERMINATION.

(a) If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Chief Financial Officer or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the STO to make any further donations or payment of funds hereunder shall, if the STO so elects, terminate and the STO may, at its option, exercise any of its remedies set forth herein, but the STO may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the STO shall at any time be false or misleading in any respect, or if the Recipient shall materially fail to keep, observe or perform any of the terms or covenants contained in this Agreement, and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the STO, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the STO.

3. If any reports required by this Agreement have not been submitted to the STO or have

been knowingly submitted with substantial information that is incorrect, incomplete or insufficient information;

4. If the Recipient has failed, to a substantial degree, to perform and complete in timely fashion any of the services required under the Scope of Work attached hereto as Attachment B.

(b) Upon the happening of an Event of Default, then the STO may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the STO from pursuing any other remedies contained herein or otherwise provided at law or in equity:

Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in Paragraph (8) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Exercise any other rights or remedies which may be otherwise available under law;

(c) The STO may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(d) Non compliance with any terms of this Agreement and the Scope of Work, Attachment B of this Agreement, by the Recipient shall result in termination of Agreement, which will require return of the equipment to the STO.

(e) Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing

rights and time frames.

(f) In addition to any other remedies, the Recipient shall return to the STO any granted equipment or supplies which were used for ineligible purposes under the program laws, rules, and regulations governing the use of the funds under the program.

(g) This Agreement may be terminated by the written mutual consent of the parties. In addition, the Recipient has the option to unilaterally terminate this Agreement. Upon termination of the Agreement, either by mutual consent or unilateral action of either party, all supplies and equipment shall be returned to the STO by the Recipient.

(8) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The STO designates Nicole Hill as the STO's Contract Administrator. All communications, written or oral, relating to this Agreement shall be directed to her at:

State Technology Office
4030 Esplanade Way, Suite 235E
Tallahassee, Florida 32399-0950
Telephone: 850 922-7543
Fax: 850 413-8623
Email: nicole.hill@myflorida.com

The Project Officer for this Agreement is Linda Fuchs. She can be contacted for technical assistance relating to this Agreement at the above address, telephone 850/488-8036, or e-mail linda.fuchs@myflorida.com.

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Seminole County Board of County Commissioners
Attn.: Gregory A. Holcomb
150 Bush Blvd., Suite 3-105
Sanford, Florida 32773
Office: (407) 665-1010
Email: GHolcomb@seminolecountyfl.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (8)(a) above.

(9) OTHER PROVISIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to STO request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof, or any material changes shall, at the option of the STO and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the STO from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the STO of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the STO hereunder, or affect the subsequent exercise of the same right or remedy by the STO for any further or subsequent default by the Recipient. Any power of approval or disapproval

granted to the STO under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor or discriminatory vendor list.

(g) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal STO or agency;

2. have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in Paragraph 9(g)2. of this certification; and
4. have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

(10) AUDIT REQUIREMENTS.

- (a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of federal resources under this Agreement.
- (b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the STO. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- (c) The Recipient shall also provide the STO with the records, reports or financial statements upon request for the purposes of auditing and monitoring the federal resources awarded under this Agreement.
- (d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$300,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the STO by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the STO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in

accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in Paragraph 10(d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Department of Community Affairs
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the STO at each of the following addresses:

Gina Gibson
State Technology Office
4030 Esplanade Way, Suite 235M
Tallahassee, Florida 32399-0950

(g) Any reports, management letter, or other information required to be submitted to the STO pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients, when submitting financial reporting packages to the STO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(i) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the STO, or its designee, the Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the STO, or its designee, the Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the STO.

(11) TERMS AND CONDITIONS.

The Agreement contains all the terms and conditions agreed upon by the parties.

(12) ATTACHMENTS.

- (a) All attachments to this Agreement are incorporated as set out fully herein.
- (b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- (c) This Agreement has the following attachments:

Exhibit 1: Funding Sources

Attachment A: Program Rules and Regulations

Attachment B: Scope of Work

Attachment C: System Overview

(13) FUNDING/CONSIDERATION

This is a goods, equipment and supplies grant Agreement. The STO will grant to the Recipient certain equipment and supplies in order to fulfill the purposes of the Florida Strategy.

(14) STANDARD CONDITIONS.

The Recipient agrees to be bound by the following standard conditions:

- (a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat., or the Florida Constitution.
- (b) 287.057(14)(a) Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be Subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to paragraphs

(5)(a) and (c) may not be renewed.

(c) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(d) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(e) The State Technology Office reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(f) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the STO or be applied against the STO's obligation to pay the contract amount.

(g) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The STO shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the STO.

(15) EQUIPMENT AND PROPERTY MANAGEMENT.

(a) The Recipient shall retain ownership of the unit and control over the placement, administration and maintenance of said radio interoperability gateway system . Any change in placement requires STO approval.

(b) The Recipient shall provide for the recurrent costs of the radio interoperability gateway . Such costs include, but are not limited to, telecommunications and annual maintenance.

(16) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to

receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(17) RECEIVING AND INSPECTION CONTACT.

The name of the person responsible to sign for and inspect all goods and equipment provided under this agreement is Gregory A. Holcomb. All goods and equipment should be delivered to his attention at 180 Bush Blvd., Sanford, FL 32773 (c/o Telecommunications).

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

Recipient:

STATE OF FLORIDA,
STATE TECHNOLOGY OFFICE

By: _____

By: _____

Name: Carlton Henley

Name: John Ford

Chairman,
Seminole County Board of County Commissioner

Title: Chief Enterprise Security Officer

Date: _____

FBID#: 596000856

EXHIBIT - 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program: United States Department of Justice, Office of Justice Programs
CFDA: 16.007
Equipment Value: \$44,250-\$53,000 depending on final configuration of equipment

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program: Department of Justice Domestic Preparedness Equipment Grant must be used to purchase equipment for use in Domestic Preparedness

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT MAY
CONSIST OF THE FOLLOWING:**

Radio interoperability gateway system.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

N/A

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO
THIS AGREEMENT ARE AS FOLLOWS:**

N/A

NOTE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Program Statutes and Regulations

Chapter 252, Florida Statutes

28 C.F.R.

Attachment B

Scope of Work

If applicable to the Recipient, this agreement is entered into as an addendum to current statewide mutual aid agreements and is for the purpose of receiving specialized equipment and participation as a State of Florida Regional Terrorism Response Asset.

The Recipient shall maintain, in a satisfactory operational condition, all goods and equipment provided to it under this agreement (see System Overview, Attachment C) for the normal expected operating lifetime or shelf life of said goods and equipment. This includes routine maintenance, repairs, calibration, etc. The Recipient is not responsible for replacing goods or equipment that has reached the end of its normal life expectancy or exceeded its posted shelf life. The equipment, goods, and supplies ("the eligible equipment") provided under this agreement are for the purposes specified in the State and Local Domestic Preparedness Equipment Program Florida Strategy, hereinafter referred to as the "Florida Terrorism Strategy" or the Florida Comprehensive Emergency Management Plan. The Recipient specifically agrees to:

Upon notification by the STO, the Recipient will in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Terrorism Strategy" respond to any and all incidents within its regional response area with all available and eligible equipment and resources which it needs and is reasonably required for the response, for so long as this agreement remains in effect. Prior to requesting a response, the STO will take prudent and appropriate action to determine that the level or intensity of the incident is such, that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

2. Acknowledge the receipt of one (1) radio interoperability gateway system and provide adequate space and facilities for the equipment.
3. The radio interoperability gateway system is to be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards.
4. During the term of this agreement, the Recipient shall participate in not less than one (1) regional training event per year, and in not less than one (1) regional exercise or terrorist event simulation per year as scheduled by the Regional Domestic Security Task Forces.
5. The Recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the STO.
6. Deployment of a radio interoperability gateway system requires appointment of an individual who can coordinate installation activities at the Recipient's location. The Recipient shall be responsible for assuring the availability of an individual for this purpose. The Recipient will respond in a timely manner to project deadlines.
7. Operation of the radio interoperability gateway system requires one (1) individual. The Recipient shall be responsible for assuring the availability at least one (1) individual for this purpose and associated training.
8. The Recipient shall ensure that the radio interoperability gateway system will be used in accordance with policies and procedures developed by the Regional Domestic Security Task Forces.

If any additional funding becomes available for equipment maintenance, replacement or repair, recurrent costs, training, and/or exercises, Recipient will be eligible to receive a portion of said funds. At this time the parameters to any additional monies have not been defined. Recipient will be notified if additional monies become available.

Attachment C

System Overview

Each Recipient will have the following equipment installed:

1. Radio Gateway Unit (R-GU) (may be shared with other centers at the same location)
2. Workstation Gateway Unit (WS-GU)
3. Soft Switch Radio Network application
4. Dispatch computer with 15" flat panel monitor, keyboard, headset, desktop microphone and speakers
5. Interface modules to local radio systems
6. Telecommunications lines to SUNCOM/MyFloridaNet network with associated router

Note: The Subgrant Agreement will be amended if there are any significant changes to the above list based on local conditions.

Each Recipient will receive training for a minimum of one (1) staff member in use of the system.