
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Public Safety Interoperable Communications (PSIC) Grant Program - Regional Interlocal Agreement

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Rob Beach, Jennifer Bero **EXT:** 1111, 7163

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the regional interlocal grant agreement with Lake County in acceptance of participation in the Public Safety Interoperable Communications Grant Program for the 700 MHz P25 Mobile Coverage Radio System Overlay project.

County-wide

Jennifer Bero

BACKGROUND:

The National Telecommunications and Information Administration provides grant funding through the Public Safety Interoperable Communication (PSIC) Program to help state, local, and federal first responders better communicate during a natural or man-made disaster. Regional Domestic Security Task Force V (RDSTF V) applied for the grant through a designated lead agency which was determined to be Lake County. The RDSTF V was awarded \$3,000,000 to enhance and increase infrastructure equipment by providing a regional 700 MHz P25 Mobile coverage radio system overlay.

As an active member of Region V, Seminole County is invited to participate in the project to ensure all emergency first responders can coordinate, communicate, and share vital information between jurisdictions and agencies during their response to emergency events. Approval of our participation is demonstrated by execution of an Interlocal agreement with Lake County, the lead agency. Agencies included in the agreement include Seminole County, Orange County, Osceola County, Martin County, St. Lucie County, the City of Orlando, and Lake-Sumter Emergency Medical Systems, Inc.

All participants who receive equipment, hardware, software, or other materials necessary for the intent of the project are required to provide in-kind matching services that will be collectively equal to at least 25% of grant amount. These in-kind services include tower space, equipment shelter space, utilities, network integration, and project management. Staff anticipates Seminole County's contribution to be worth \$230,769.23 in matching in-kind services only, which are identified as personnel/staff time for design and project management, tower space and requirements, building space, and utilities.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the regional interlocal grant agreement with Lake County in acceptance of participation in the Public Safety Interoperable Communications Grant Program for the 700 MHz P25 Mobile Coverage Radio System Overlay project.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

- County Attorney Review (Arnold Schneider)
- Budget Review (Lisa Spriggs)

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, ORANGE COUNTY, FLORIDA, MARTIN COUNTY,
FLORIDA, OSCEOLA COUNTY, FLORIDA, SEMINOLE COUNTY, FLORIDA,
ST. LUCIE COUNTY, FLORIDA, CITY OF ORLANDO, AND LAKE-SUMTER
EMERGENCY MEDICAL SERVICES, INC.
FOR
INTEROPERABLE COMMUNICATIONS EQUIPMENT FOR REGION FIVE**

This Interlocal Agreement, hereinafter referred to as the "Agreement," is made and entered into by and between 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;" 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;" 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;" the City of Orlando, a municipality incorporated under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801, hereinafter referred to as "Orlando;" and Lake-Sumter Emergency Medical Services, Inc., a Florida nonprofit corporation, whose address is 2761 West Old Highway 441, Mount Dora, Florida 32757, hereinafter referred to as "Lake-Sumter EMS". The entities listed above shall be referred to jointly as the "Participants."

WITNESSETH:

WHEREAS, the Participants listed above did enter into this Agreement to participate in the United States Department of Commerce's National Telecommunications and Information Administration, in consultation with the United States Department of Homeland Security Public Safety Interoperable Communications (PSIC) Grant Program Award administered through the State of Florida, Division of Emergency Management, hereinafter referred to as the "Grant"; and

WHEREAS, the Participants shall implement the Grant in compliance with applicable terms and conditions, State and Federal laws, rules and regulations, and the and uniform administrative rules as set forth in 28 CFR Part 66; and

WHEREAS, the Grant is intended to enhance and increase Region 5's infrastructure equipment to provide a regional 700MHz P25 Mobile coverage radio system overlay, encompassing the geographic area of the participants listed herein; and

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

WHEREAS, the Grant was awarded on July 30, 2008, the Grant Authorization Notice was received by the State of Florida from the United States Department of Homeland Security releasing Forty Two Million Eight Hundred Eighty-Eight Thousand Two Hundred and Sixty-Six Dollars (\$42,888,266) of which Lake County is granted Three Million Dollars (\$3,000,000) for regional partnering of interoperable communications; and

WHEREAS, the Participants recognize that the use of Grant funds for the development of an Interoperable Communications System in Region 5 shall enhance the overall security and safety of the 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 Participants agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein.

Section 2. Authority. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act in Section 163.01, Florida Statutes.

Section 3. Purpose. The purpose of this Agreement is to enhance and increase Region 5's infrastructure equipment to provide a regional 700MHz P25 Mobile coverage radio system overlay, encompassing the geographic area of the Participants listed herein, to ensure that all emergency first responders can coordinate, communicate and share vital information between jurisdictions and agencies who may be called upon to respond to emergency, natural or manmade 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 in accordance with the terms and conditions of the Grant in kind matching funds that will be collectively at least twenty-five percent (25%) of the Grant amount. These in kind funds include, but are not limited to, tower space, equipment shelter space, utilities, network integration, and project management.

b. All Participants shall comply with the requirements of the Grant, including, but not limited to, the Federally-Funded Subgrant Agreement, hereinafter referred to as the Subgrant Agreement, its attachments and exhibits, attached hereto and incorporated herein 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 Grant program, including, but not limited to, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

set out in 28 CFR Part 66.

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 receipt by them and shall be responsible for maintaining, inventorying and using the equipment in accordance with the provisions of the Grant and requirements of the Subgrant Agreement, as administered through the State of Florida, Division of Emergency Management.

c. When the Grant is closed out by the State of Florida, Division of Emergency Management, 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 in-kind matching funding, shall vest in said individual Participant to the extent permitted by the Grant, and Lake County shall provide the State of Florida, Division of Emergency Management, and all participating parties with a letter detailing the official transfer of the equipment to the receiving agencies.

d. All Participants will comply with any other requirements for the transfer of title established by the Grant and the United States Department of Homeland Security, as administered through the State of Florida, Division of Emergency Management.

Section 6. Maintenance and Use of Equipment.

a. All maintenance and repairs for this equipment shall be the responsibility of the individual Participant that receives the equipment and contributes to the twenty-five percent (25%) in-kind matching funding required by the Grant.

b. The Participants agree that they will use the equipment to establish an interoperable communications system as a regional resource for mutual aid between the Participants and Region 5

first responder agencies to be used collectively at no cost to the users, and they will use all reasonable means to ensure the continued operation of said system for the life of the equipment.

c. The Participants agree to utilize their existing network or capabilities to provide connectivity to the Lake County master site switch enabling a cooperative and collaborative network to be used across all disciplines. The design for connectivity is as generally detailed in the PSIC Radio System System Description, its attachments and exhibits, attached hereto and incorporated herein as **Exhibit B**.

Section 7. Fiscal Obligations.

a. Each Participant agrees to report to Lake County the value of the in kind services and equipment it provides during the course of the Grant period.

b. Lake County 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. Lake County shall prepare and submit quarterly financial records as required by the Grant.

Section 8. Procurement or Acquisition Process.

a. All Participants agree that all equipment for this project will be acquired through Lake County and that Lake County shall be the final decision maker on the procurement and acquisition 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 Section 2.5, **Exhibit B**, the "MAJOR" equipment summary. The Participants agree that final equipment 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 Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 9. Management Committee.

a. The Management Committee shall be chaired by Lake County Public Safety Communications Technologies representative Gregory Holcomb, or his successor.

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. The Management Committee will review the procurement process and make recommendations to Lake County 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 this Grant, 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, and directives of that respective Participant employer. 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. All Participants are independent contractors and are not acting as an agent, fiduciary or employee of any other Participant.

Section 11. Entire Agreement. This Agreement forms and constitutes the entire agreement between the Participants and no other 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 formal amendment executed by the parties hereto.

Section 12. Termination. Any Participant may terminate its participation in this Agreement, and this Agreement will be of no further force and effect on that Participant, upon the Participant providing thirty (30) days notice in writing 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 Grant or other appropriate Federal authority.

Section 13. Indemnity and Insurance.

a. All Participants shall be required to maintain adequate insurance for the purposes of carrying out the terms of this Agreement. Participants may self insure in lieu of carrying commercial insurance.

b. 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 Section 768.28, Florida Statutes.

c. 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 entity's sovereign immunity, beyond that which is already set forth in Section 768.28, Florida Statutes.

d. 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.

e. 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 Homeland Security Office.

Section 14. Binding Effect. This Agreement shall be binding upon and inure 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 the other parties.

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 their 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 Lake County, the State of Florida, and/or the United States Department of Homeland Security during regular business hours for Grant tracking and auditing purposes.

Section 18. 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 filed with the Clerk of the Circuit Court of each county in which the parties to this agreement are located. This Agreement shall end five years from the date the Grant is closed out or the system is fully operational, whichever is later.

Section 19. Notices.

a. Whenever the Participants desire to give notice, notice shall be sent to each Participant's appointed Management Committee member.

b. 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 20. 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 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.

Section 21. Dispute Resolution. Any dispute that arises between any of the Participants regarding interpretation of this Agreement or any right or duty under this Agreement shall be resolved in accordance with the procedures set forth in Chapter 164, Florida Statutes, or any other similar dispute resolution process.

Section 22. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 23. Conditions Precedent. All the Participants agree that any conditions precedent have been met.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

LAKE COUNTY

Board of County Commissioners
of Lake County, Florida

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Welton Cadwell, Chairman

This ____ day of _____, 2009.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

Interlocal Agreement between Lake County, Orange County, Martin County, Osceola County, Seminole County, St. Lucie County, City of Orlando, and Lake-Sumter EMS, Inc. for interoperable communications equipment for Region Five

ORANGE COUNTY

Richard T. Crotty, Mayor

This ____ day of _____, 2009.

ATTEST:
Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk

Date: _____

Interlocal Agreement between Lake County, Orange County, Martin County, Osceola County, Seminole County, St. Lucie County, City of Orlando, and Lake-Sumter EMS, Inc. for interoperable communications equipment for Region Five

MARTIN COUNTY

Board of County Commissioners
of Martin County, Florida

ATTEST:

Chairman: _____

This _____ day of _____, 2009.

Approved as to form and legality:

Interlocal Agreement between Lake County, Orange County, Martin County, Osceola County, Seminole County, St. Lucie County, City of Orlando, and Lake-Sumter EMS, Inc. for interoperable communications equipment for Region Five

OSCEOLA COUNTY

Board of County Commissioners
of Osceola County, Florida

ATTEST:

Chairman:

This _____ day of _____, 2009.

Approved as to form and legality:

SEMINOLE COUNTY

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BOB DALLARI, 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 _____,
2009 regular meeting.

County Attorney

Interlocal Agreement between Lake County, Orange County, Martin County, Osceola County, Seminole County, St. Lucie County, City of Orlando, and Lake-Sumter EMS, Inc. for interoperable communications equipment for Region Five

ST. LUCIE COUNTY

Board of County Commissioners
of St. Lucie County, Florida

ATTEST:

Chairman:

This _____ day of _____, 2009.

Approved as to form and legality:

Interlocal Agreement between Lake County, Orange County, Martin County, Osceola County, Seminole County, St. Lucie County, City of Orlando, and Lake-Sumter EMS, Inc. for interoperable communications equipment for Region Five

CITY OF ORLANDO

ATTEST:

This _____ day of _____, 2009.

Approved as to form and legality:

Interlocal Agreement between Lake County, Orange County, Martin County, Osceola County, Seminole County, St. Lucie County, City of Orlando, and Lake-Sumter EMS, Inc. for interoperable communications equipment for Region Five

**LAKE-SUMTER EMERGENCY
MEDICAL SERVICES, INC.**

Welton G. Cadwell
Chairman of the Board of Directors

This _____ day of _____, 2009.

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

Interlocal Agreement between Lake County, Orange County, Martin County, Osceola County, Seminole County, St. Lucie County, City of Orlando, and Lake-Sumter EMS, Inc. for interoperable communications equipment for Region Five

EXHIBIT A

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Lake County Board of County Commissioners, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

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

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end August 31, 2010 unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, 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 Higher 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 to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained 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 it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - 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 Division, its employees, and agents. "Reasonable" shall ordinarily 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 Division.

(8) 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 funds under this Agreement.

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

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds 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. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division 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 Division. 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 this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for 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. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses 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 funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Response
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (submit the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised), 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 send 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 Division at the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
[also send an electronic copy to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Response
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement 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 should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division 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,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in

claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. 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.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, 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.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) 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 named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Tim Copeland
Division of Emergency Management
2665 Shumard Oak Blvd
Tallahassee, FL 32399-2100
Telephone: 850-488-9441
Fax: 850-488-7842
Email: tim.copeland@em.myflorida.com

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

Gregory Holcomb
Lake County
315 W. Main St, Suite 411
Tavares, FL 32778
Telephone: 352-343-9458
Fax: _____
Email: gholcomb@lakecountyfl.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 provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Justification of Advance

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$3,000,000, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

X An advance payment of \$624,000.00 is requested

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(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 later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division 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 be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This 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.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have 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 \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment E) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) 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.

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

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

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

(m) 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 Division 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 Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement.

The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment F.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

Lake County Board of County Commissioners

By: Nort Page

Name and title: _____

Date: _____

FID#59-6000695

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: 

Name and Title: W. Craig Fugate, Director of the Division of Emergency Management

Date: 6/1/09

Agreement between the STATE OF FLORIDA, DIVISION OF EMERGENCY
MANAGEMENT and LAKE COUNTY, FL

Passed and Adopted this 5 day of May, 2009

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA



Welton G. Cadwell, Chairman

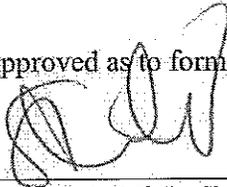
This 6th day of May 2009.

ATTEST:



Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

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

Federal Program

Federal agency: Department of Homeland Security

Catalog of Federal Domestic Assistance title and number: 11.555

Award amount: \$ 3,000,000

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

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:

List applicable compliance requirements as follows:

1. Recipient is to use funding to perform eligible activities as identified in the Office of Grants and Training Fiscal Year 2008-2009 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.
2. Recipient is subject to all administrative and financial requirements or will be in violation with the terms of the agreement.

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the Recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the Recipient must comply with specific laws, rules, or regulations that pertain to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

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
Budget and Scope of Work**

Proposed Program Budget

- ↓ Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- ↓ The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding FY2007 Authorized Equipment List (AEL) reference number. The AEL can be found at www.rkb.mipt.org.
- ↓ The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted, whereas management & administration cost do not exceed 3% of the Recipient's total award. However, at the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead.

Grant	Recipient/Agency	Category	Amount Allocated
Fiscal Year 2008 - Public Safety Interoperable Communications Grant Program – Issue 81	Lake County Board of County Commissioners	Equipment Acquisition	\$3,000,000
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	
Total Award			\$3,000,000
Statutory Match Requirement			\$750,000

See below for Match Requirement Equipment

08CP-03-NRSC	Cable, Non Radiation-Shielded Transmission	Transmission line and RF conditioning equipment located at Lake County sites.	\$308,388.00
08CP-04-WADN	Network, Wide Area Digital	Networking equipment to connect the Lake County 700 MHz sites with the Lake County Master Site.	\$ 165,400.00
10PE-00-UPS	Supply, Uninterruptible Power (UPS)	Lake County sites systems that compensate for loss of power to serviced equipment for some period of time. May include short-duration battery devices or standby generator devices for longer duration.	\$ 263,400.00
10PE-00-PCDS	System, Power Conditioning	Lake County sites systems that provide protection against power spikes, surges, and momentary drops so that serviced equipment receives "clean" power.	\$ 15,984.00
TOTAL MATCH:			\$ 751,172.00

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget"

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this contract, contact the contract manager listed in this contract via email or letter.

Budget Detail Worksheet			
Eligible Activities			
Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
<p>The Scope of Work lists the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, can be found on the web-based Authorized Equipment List (AEL) at: https://www.rkb.mipt.org</p> <ul style="list-style-type: none"> Register on the website (optional) Log into the website Click on the SEL/AEL tab To identify items within the eligible categories, click on the box that reads "List Contains All Items Click Here to Customize by Grant". Then uncheck all the grants listed except for Public Safety Interoperable Communication Program (PSIC) and click the Customize Button. If you wish to purchase a piece of equipment from any of the eligible categories listed below for PSIC, indicate the "AEL item number" and "title", in the empty space provided below that category. If you wish to purchase a piece of equipment from the categories below, then, in the empty space provided below that category, put the "AEL item number" and "title" 			
e.g., "AEL Item Number" Here, "Title" Here			
Eligible Equipment Categories:			
Information Technology			
Cyber Security Enhancement Equipment			
Interoperable Communications Equipment (See Next Page for detail)	1	3,000,000	3,000,000
Power			
CBRNE Incident Response Vehicles			
Terrorism Incident Prevention Equipment			
Other Authorized Equipment			
Management and Administration (3% of the total award may be used for M&A purposes related to the FY07 PSIC)	Quantity	Unit Cost	Total Cost
Hiring of full-time or part-time staff or contractors/consultants for: <ul style="list-style-type: none"> Grant management services related to compliance with reporting, monitoring, and all audit requirements Audit Requirements Associated travel expenses Meeting expenses 			

Statutory Match Requirement: Recipients must meet a 20 percent statutory match that must be from a non-federal source that can be met through cash or in-kind sources consistent with 15 C.F.R. 24.3, 24.4.	
Source	Amount
Cash from Equipment Purchases and In-kind management and equipment placement space. (See below for detail)	750,000
TOTAL	750,000

The following is a summary of the pricing of equipment and services provided:

<u>AEL Code</u>	<u>Category</u>	<u>Description</u>	<u>Price</u>
06CP-01-BASE	Radio, Base	700 MHz Base stations located at 13 sites.	\$1,347,646.30
06CP-03-NRSC	Cable, Non Radiation-Shielded Transmission	Transmission line and RF conditioning equipment located at 13 sites.	\$ 249,955.88
06CP-04-WADN	Network, Wide Area Digital	Networking equipment to connect the 13 700 MHz sites with the Lake County Master Site.	\$ 298,480.00
08CP-02-BRDG	Equipment, Bridging/Patching/Gateway	One ISSI interface to connect to the Volusia County provided ISSI interface.	\$ 98,950.00
21GN-00-INST	Installation	Installation services for above equipment.	\$ 401,987.22
21GN-00-CNST	Consulting Services in Support of Equipment Acquisition	Project Management, Engineering, and Optimization services for above equipment.	\$ 602,980.70

See below for Match Requirement Equipment

06CP-03-NRSC	Cable, Non Radiation-Shielded Transmission	Transmission line and RF conditioning equipment located at Lake County sites.	\$306,388.00
08CP-04-WADN	Network, Wide Area Digital	Networking equipment to connect the Lake County 700 MHz sites with the Lake County Master Site.	\$ 165,400.00
10PE-00-UPS	Supply, Uninterruptible Power (UPS)	Lake County sites systems that compensate for loss of power to serviced equipment for some period of time. May include short-duration battery devices or standby generator devices for longer duration.	\$ 263,400.00
10PE-00-PCDS	System, Power Conditioning	Lake County sites systems that provide protection against power spikes, surges, and momentary drops so that serviced equipment receives "clean" power.	\$ 15,984.00
TOTAL MATCH:			\$ 751,172.00

See also detailed scope of work, Attachment #1.

Scope of Work

A. Equipment Acquisition

Fiscal Year 2008 PSIC funds may be used for equipment acquisition from the FY 2008 Authorized Equipment List (AEL). The FY 2008 AEL is available in its entirety online through the Responders Knowledge Base (RKB) at <http://www.rkb.us>.

Authorized equipment for the PSIC program includes the following:

- ↓ Information Technology
- ↓ Cyber Security Enhancement Equipment
- ↓ Interoperable Communications Equipment
- ↓ Power
- ↓ CBRNE Incident Response Vehicles
- ↓ Terrorism Incident Prevention Equipment
- ↓ Other Authorized Equipment

B. Management & Administration (M&A)

M&A costs associated with equipment acquisition are allowable expenditures for up to three percent (3 %) of the total State or Territory allocated funds. Up to three percent (3 %) of the total amount allocated to the State and Territory for PSIC may be retained at the State level and used for M&A purposes. These State and Territory M&A funds must be included when accounting for the total funds retained by the State and Territory.

Hiring of full-time or part-time staff or contractors/consultants for:

- ↓ Grant management services related to compliance with reporting, monitoring, and all audit requirements
- ↓ Audit Requirements
- ↓ Associated travel expenses
- ↓ Meeting expenses

The match requirement is applicable to M&A expenses.

C. Disallowable Costs

PSIC funds may not be used to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities. For example, a local, uniformed, law enforcement patrol officer cannot be hired using grant dollars to perform regular local law enforcement patrol duties.

D. Reporting Requirements

1. Quarterly Programmatic Reporting

The Quarterly Programmatic Report is due within 30 calendar days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract. If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

Programmatic Reporting

After the end of each reporting period, for the life of the contract, the recipient will complete their Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <https://www.reporting.edp.dhs.gov>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively.

E. Reimbursement Requests

A request for reimbursement may be sent to your contract manager for review and approval at anytime during the contract period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This

number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

F. Close-out Programmatic Reporting

The Close-out Report is due to the Florida Division of Emergency Management no later than 60 calendar days after the contract is either completed or the contract has expired.

G. Monitoring

**Florida Division of Emergency Management
US Department of Homeland Security Grants Program
Grant Monitoring Process**

Florida has enhanced the state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. As the steward of the State Homeland Security Grant Program funds, projects and equipment the Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of the grant activity and items purchased.

The monitoring process detailed in this document is designed to assess a recipient agency's compliance with applicable state and federal guidelines. The FDEM is responsible for monitoring the financial, programmatic and capability portion of the grant to include equipment procurement and compliance with applicable SHSGP grant guidance and statutory regulations.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic/capability. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Capability review is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is defined as the review of projects, financial activity and technical assistance between the program office and the applicant via e-mail and telephone. Site visits are defined as actual visits to the recipient agency's location by a team or members of the FDEM or their designee, to actually observe records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the FDEM will identify up to 50% of sub-grantees for site visit monitoring. It is important to note that although a given grant has been closed successfully, it is still subject to either desk or on-site monitoring.

Examples of areas that may be examined include:

Management and administrative procedures
Grant folder maintenance
Equipment accountability and sub-hand receipt procedures
Program for obsolescence
Status of equipment purchases
Status of training for purchased equipment
Status and number of response trainings conducted to include number trained
Status and number of exercises
Status of planning activity
Anticipated projected completion
Specific difficulties completing the project.
Agency NIMS/ICS compliance documentation

In certain circumstances, the FDEM may request additional monitoring/information if the activity, or lack thereof, on the part of the specific recipient has generated questions from the region, the sponsoring state agency or the FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Agency recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. The agency recipients will complete and submit the desk top monitoring within 14 business calendar days of receipt. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors

- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline.

Site Visits

Site visits will be conducted by the FDEM or their designated personnel. Site visits will be scheduled in advance with the recipient agency POC designated in the grant agreement. Monitoring questionnaires will be provided in advance of the visit.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

Site Visit Protocol

The following outlines the monitoring protocol for the FDEM:

The site visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a site visit checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to recipient agency Point of Contact (POC) stating the purpose of the site visit and sent at least 30 calendar days before the planned arrival date. FDEM personnel will call within the next 10 calendar days to schedule an appointment to review the grantee's program.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

Any personnel from the FDEM attending the site visit will review the grantee's corresponding folder(s) before the visit. Prior to the visit, individual roles will be identified for the site visit. Copies of applicable documents will be made and distributed to the site visit team at a minimum of five (5) calendar days before the visit. A reminder e-mail should be sent to all team members and the recipient POC one business day in advance of the site visit.

Site Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Site Visit

FDEM personnel will review the site visit worksheet as a team and receive notes from the Financial Review Team, if applicable.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will also be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. The Site Visit Worksheet, report and photographs will then be included in the grantee's file along with any documents distributed at the site visit by the grantee.

H. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Tim Copeland, Contract Manager FDEM 2556 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 488-9441 tim.copeland@em.myflorida.com	Terry Brinson, Program Manager FDEM 2556 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9890 Terry.brinson@em.myflorida.com

i. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

Attachment B
Program Statutes and Regulations

- 1) 53 Federal Register 8034
- 2) Section 1352, Title 31, US Code
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements
28 CFR, Part 66, Common rule,
- 6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- 7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
- 8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470),
Executive Order 11593
- 9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- 10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
- 11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- 12) 28 CFR applicable to grants and cooperative agreements
- 13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 15) Title VI of the Civil Rights Act of 1964, as amended;
- 16) Section 504 of the Rehabilitation Act of 1973, as amended;
- 17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 18) Title IX of the Education Amendments of 1972;
- 19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
28 CFR Part 42, Subparts C,D,E, and G
- 20) 28 CFR Part 42, Subparts C,D,E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

Attachment C

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

NO ADVANCE REQUESTED

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

ADVANCE REQUESTED

Advance payment of \$ _624,000 is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 2005-2006	(B) FFY 2006-2007	(C) FFY 2007-2008	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and he or she will assist you.

MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\frac{\text{Cell D3}}{\text{DEM Award (Do not include any match)}} \times \$ = \text{MAXIMUM ADVANCE}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

- Recipient has no previous DCA/DEM contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.

Complete Estimated Expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2008-2009 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	\$624,000.00
TOTAL EXPENSES	\$624,000.00

Explanation of Circumstances:

The following approved procurement contractual obligations and payment schedule requires an initial payment in the first 90 days of the project. The first payment of \$624,000 is due upon customer acceptance of Completion of Contract Design Review. Completion means that the customer has reviewed the final design with Motorola during the CDR, and has accepted the design so the project may proceed. Any changes from what was in the proposed system have been documented as an amendment to the contract (20% of the Contract Price). Below is the exact language from the contract:

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. \$624,000 upon customer acceptance of Completion of Contract Design Review. Completion means that the customer has reviewed the final design with Motorola during the CDR, and has accepted the design so the project may proceed. Any changes from what was in the proposed system have been documented as an amendment to the contract (20% of the Contract Price).

The grant guidelines were identified to allow for in-kind serves and equipment to be used for the match. Lake County has no available funds to make this payment without an advance. All other fund milestones can be requested with ample time for the reimbursement from the State to make payments to the vendor.

The following is a summary of the payment schedule and milestones for the vendor:

1. \$624,000 upon customer acceptance of Completion of Contract Design Review. Completion means that the customer has reviewed the final design with Motorola during the CDR, and has accepted the design so the project may proceed. Any changes from what was in the proposed system have been documented as an amendment to the contract (20% of the Contract Price); **ADVANCE REQUESTED**
2. \$187,200 upon customer acceptance of Completion of Site Acquisition tasks. Completion means that the customer has secured lease or tenant agreements with the owners of any sites that are not directly controlled by the County. This confirms all the sites have been secured and the process can proceed to permitting and site development (8% of the Contract Price);

3. \$1,372,800 upon delivery of equipment (44% of Contract Price) billable upon delivery of equipment;

4. ~~\$780,000 upon customer acceptance of Fixed Network Equipment Installation (25% of Contract Price). Installation means that all of the equipment at each remote site has been installed according to the plans approved in the CDR and reviewed at staging (billable \$60,000 per site as completed); and~~

5. \$156,000 upon System Acceptance as defined in Section 2.18 of the Contract.

The following is a summary of the pricing of equipment and services provided:

<u>AEL Code</u>	<u>Category</u>	<u>Description</u>	<u>Price</u>
06CP-01-BASE	Radio, Base	700 MHz Base stations located at 13 sites.	\$1,347,646.30
06CP-03-NRSC	Cable, Non Radiation-Shielded Transmission	Transmission line and RF conditioning equipment located at 13 sites.	\$ 249,955.88
06CP-04-WADN	Network, Wide Area Digital	Networking equipment to connect the 13 700 MHz sites with the Lake County Master Site.	\$ 298,480.00
06CP-02-BRDG	Equipment, Bridging/Patching/Gateway	One ISSI interface to connect to the Volusia County provided ISSI interface.	\$ 98,950.00
21GN-00-INST	Installation	Installation services for above equipment.	\$ 401,987.22
21GN-00-CNST	Consulting Services in Support of Equipment Acquisition	Project Management, Engineering, and Optimization services for above equipment.	\$ 602,980.70

See below for Match Requirement Equipment

06CP-03-NRSC	Cable, Non Radiation-Shielded Transmission	Transmission line and RF conditioning equipment located at Lake County sites.	\$306,388.00
06CP-04-WADN	Network, Wide Area Digital	Networking equipment to connect the Lake County 700 MHz sites with the Lake County Master Site.	\$ 165,400.00
10PE-00-UPS	Supply, Uninterruptible Power (UPS)	Lake County sites systems that compensate for loss of power to serviced equipment for some period of time. May include short-duration battery devices or standby generator devices for longer duration.	\$ 263,400.00
10PE-00-PCDS	System, Power Conditioning	Lake County sites systems that provide protection against power spikes, surges, and momentary drops so that serviced equipment receives "clean" power.	\$ 15,984.00
TOTAL MATCH:			\$ 751,172.00

Attachment D
Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition.

All procurement transactions shall be conducted in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from ___8AM - 5PM Monday through Friday except holidays_____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment E

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, Motorola, Inc., certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

MOTOROLA, INC.

By: Marshall Wright
Signature

Recipient's Name

Marshall Wright MSSI VP & Director, Sales
Name and Title

Division Contract Number

1700 Belle Meade Ct.
Street Address

Lawrenceville, GA 30043
City, State, Zip

03/09/09
Date

Attachment F
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 86, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
3. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Lake County
09-25-31-06-45-01

Attachment # 1

Region 5 PSIC 700 MHz System		
Tentative Schedule		
Date		Deliverable
5/5/09		Change Order signed by Lake County
5/21/09		700MHz license applications submitted
6/7/09		State signs contract
6/28/09		State funds first payment
7/15/09		Interlocals complete
8/3/09		CDR with Region 5
8/28/09		Site walks complete
12/1/09		Completion of any site improvements by Counties
12/15/09		CCSI shipment
1/30/10		Completion of site transport by Counties
3/15/10		Installation complete
4/15/10		Optimization complete
5/15/10		Testing complete
6/15/10		Final Acceptance of system
NOTE:	Grant completion deadline is 9/30/10	

Scope of Work

Contract

Contract Award (Milestone)

The Lake County (Customer) and Motorola execute the contract and both parties receive all the necessary documentation.

Contract Administration

Motorola Responsibilities:

- ◆ Assign a Project Manager, as the single point of contact with authority to make project decisions.
- ◆ Assign resources necessary for project implementation.
- ◆ Set up the project in the Motorola information system.
- ◆ Schedule the project kick-off meeting with the Customer.

Customer Responsibilities:

- ◆ Assign a Project Manager, as the single point of contact responsible for Customer signed approvals.
- ◆ Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

Completion Criteria:

- ◆ Motorola internal processes are set up for project management.
- ◆ Both Motorola and the Customer assign all required resources.
- ◆ Project kickoff meeting is scheduled.

Project Kickoff

Motorola Responsibilities:

- ◆ Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- ◆ Ensure key project team participants attend the meeting.
- ◆ Introduce all project participants attending the meeting.
- ◆ Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- ◆ Review the overall project scope and objectives with the Customer.
- ◆ Review the resource and scheduling requirements with the Customer.
- ◆ Review the Project Schedule with the Customer to address upcoming milestones and/or events.

- ◆ Review the teams' interactions (Motorola and the Customer), meetings, reports, milestone acceptance, and the Customer's participation in particular phases.

Customer Responsibilities:

-
- ◆ The Customer's key project team participants attend the meeting.
 - ◆ Review Motorola and Customer responsibilities.

Completion Criteria:

- ◆ Project kick-off meeting completed.
- ◆ Meeting notes identify the next action items.

Contract Design Review (CDR)

Review Contract Design

Motorola Responsibilities:

- ◆ Meet with the Customer project team.
- ◆ Review the operational requirements and the impact of those requirements on various equipment configurations.
- ◆ Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- ◆ Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- ◆ Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- ◆ Submit design documents to the Customer for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- ◆ Prepare equipment layout plans for staging.
- ◆ Provide minimum acceptable performance specifications for microwave, fiber, or copper links.
- ◆ Establish demarcation point (SUPPLIED BY THE MOTOROLA SYSTEM ENGINEER) to define the connection point between the Motorola-supplied equipment and the Customer-supplied link(s) and external interfaces.
- ◆ Finalize site acquisition and development plan.
 - Conduct (updated) site evaluations to capture site details of the system design and to determine site readiness (when necessary).
 - Determine each site's ability to accommodate proposed equipment based upon physical capacity.
 - If applicable, test existing equipment with which Motorola equipment will interface.
- ◆ Prepare Site Evaluation Report that summarizes findings of above-described site evaluations.
- ◆ Provide the Customer with the services and support required to calculate the actual traffic channels required in the system and to complete required forms to file for APCO coordination and any other required FCC licensing. (IF Proposed)

- ◆ Assist the Customer with frequency planning services, frequency search services, interference analysis, public notifications, coordination, and frequency recommendations for the radio system. (IF Proposed) NOTE: If the necessary number of channels for the RF or traffic plan cannot be licensed by the Customer, Motorola will work with the Customer to redesign the system. Should system redesign be required, the contract documents will be updated accordingly.
- ◆ Work with the Customer to identify radio interference between the new communication system and other existing radio systems.

Restrictions:

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the Customer and documented through the change order process.

Customer Responsibilities:

- ◆ The Customer's key project team participants attend the meeting.
- ◆ Make timely decisions, according to the Project Schedule.
- ◆ Frequency Licensing and Interference:
 - As mandated by FCC, the Customer, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.
 - Provide the FCC "call sign" station identifier for each site prior to system staging.

Completion Criteria:

- ◆ Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- ◆ Incorporate any deviations from the proposed system into the contract documents accordingly.
- ◆ The system design is "frozen," in preparation for subsequent project phases such as Order Processing and Manufacturing.
- ◆ A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

Design Approval (Milestone)

- ◆ The Customer executes a Design Approval milestone document.

Order Processing

Process Equipment list

Motorola Responsibilities:

- ◆ Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- ◆ Enter order into Motorola's Customer Order Fulfillment (COF) system.
- ◆ Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- ◆ Create equipment orders.
- ◆ Reconcile the equipment list(s) to the Contract.
- ◆ Procure third-party equipment if applicable.

Customer Responsibilities:

- ◆ Approve shipping location(s).
- ◆ Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria:

- ◆ Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- ◆ Trial validation completed.
- ◆ Bridge the equipment order to the manufacturing facility.

Manufacturing and Staging

Manufacture Motorola Fixed Network Equipment

Motorola Responsibilities:

- ◆ Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

Customer Responsibilities:

- ◆ None.

Completion Criteria:

- ◆ FNE shipped to either the field or the staging facility.

Manufacture Non-Motorola Equipment

Motorola Responsibilities:

- ◆ Manufacture (third party equipment suppliers) non-Motorola equipment necessary for the system based on equipment order.

Customer Responsibilities:

- ◆ None.

Completion Criteria:

- ◆ Ship non-Motorola manufactured equipment to the field and/or the staging facility.

Ship to Staging (Milestone)

- ◆ Ship all equipment needed for staging to Motorola's factory staging facility (CCSi).

Stage System

Motorola Responsibilities:

- ◆ Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at each of the transmitter/receiver sites.
- ◆ Cut and label cables according to the approved CDR documentation.
- ◆ Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- ◆ Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems.)
- ◆ Assemble required subsystems to assure system functionality.
- ◆ Power up, program, and test all staged equipment.
- ◆ Confirm system configuration and software compatibility to the existing system.
- ◆ Load application parameters on all equipment according to input from Systems Engineering.
- ◆ Complete programming of the Fixed Network Equipment.
- ◆ Program the approved templates into a radio-programming template tool.
- ◆ Inventory the equipment with serial numbers and installation references.
- ◆ Complete system documentation.
- ◆ Third party subsystems may be staged at the manufacturer's facilities and integrated in the field.
- ◆ Provide a Factory Acceptance Test Plan.

Customer Responsibilities:

- ◆ Provide information on existing system interfaces as may be required.
- ◆ Provide information on room layouts or other information necessary for the assembly to meet field conditions.
- ◆ Review and approve proposed Factory Acceptance Test Plan.

Completion Criteria:

- ◆ System staging completed and ready for testing.

Perform Staging Acceptance Test Procedure

Motorola Responsibilities:

- ◆ Test and validate system software and features.
- ◆ Functional testing of standard system features.
- ◆ Conduct site and system level testing.
- ◆ Power-up site equipment and perform standardized functionality tests.

Customer Responsibilities:

- ◆ Attend Factory Acceptance Testing. (If required)
- ◆ Pay for travel, lodging, meals, and all incidental expenses for Customer personnel and representatives to witness the Factory Acceptance Testing. (based on the Customer requirements)

Completion Criteria:

- ◆ Approve Factory Acceptance Testing.

Ship Equipment to Field

Motorola Responsibilities:

- ◆ Pack system for shipment to final destination.
- ◆ Arrange for shipment to the field.

Customer Responsibilities:

- ◆ None.

Completion Criteria:

- ◆ Equipment ready for shipment to the field.

CCSI Ship Acceptance (Milestone)

- ◆ All equipment shipped to the field.

Civil Work for the Customer Provided Facilities

Motorola has not included costs of any site improvements in this proposal. Motorola assumes that all physical facilities will have sufficient space, power, grounding, and HVAC. Motorola will provide a detailed list of requirements for the proposed equipment. Any improvements required at a site to facilitate installation of the proposed equipment will be the responsibility of the customer.

System Installation

Install Fixed Network Equipment

The following responsibilities apply to the thirteen (13) remote sites currently proposed for this project:

Motorola Responsibilities:

- ◆ Will not provide storage location for the Motorola-provided equipment.
- ◆ Receive and inventory all equipment.

- ◆ **Install system equipment as specified by the Equipment List, System Description, and system drawings.**

- ◆ Bond the supplied equipment to the site ground system in accordance with the Motorola R56 Standards and Guidelines for Communication Sites.
- ◆ Will not remove existing equipment.
- ◆ Will not relocate existing equipment.
- ◆ Will not dispose of existing equipment.
- ◆ The design will use the Lake County Master Site switch that will provide T1 connectivity for the fixed RF sites
- ◆ The following are to be installed at each site: ASR Site Equipment – Single 7 ½ foot rack with the following:
 - Three (3) GTR8000 base radios
 - Two (2) Site Controllers
 - One (1) six port transmitter combiner
 - One (1) Receiver multi-coupler
 - One (1) TTA Control Module/Power supply
 - One (1) Site Router
 - One (1) TVSS T1 protector

ASR Antenna System:

- 1 ¼" Tx line

- 7/8" Rx line
- 1/2" TTA test port line
- TxRx 700/800 MHz TTA
- TxRx 700/800 MHz 9 db gain antenna – transmit and receive

Customer Responsibilities:

- ◆ Provide secure storage for the Motorola-provided equipment, at a location central to the sites. Motorola coordinates the receipt of the equipment with the Customer's designated contact, and takes an inventory of all equipment.
- ◆ Provide access to the sites, as necessary.

Completion Criteria:

- ◆ Fixed Network Equipment installation completed and ready for optimization.

Interference

Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

4

4.6.2 Fixed Network Equipment Installation Complete

- ◆ All fixed network equipment installed and accepted by the Customer.

4.6.3 Control Station Installation

Thirteen (13) control stations have been included in this proposal to be used for connection into the FIN for interoperability. The following is applicable to all control station installations.

Motorola Responsibilities:

- ◆ Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.
- ◆ Protect the cabling by providing and installing a bulkhead lightning surge protector.
- ◆ Survey the exact mounting locations and develop control station installation plan.
- ◆ Perform the following tasks for the local control stations installations:
 - Create installation plan.
 - Assist the Customer to determine the locations of control stations and desk sets at each site.
 - Install RF local control stations identified in the equipment list.
 - Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).

- Connect to the Customer-supplied ground point.
- ◆ Program all control stations once, from the template (approved by the Customer) prior to delivery.

Customer Responsibilities:

- ◆ Provide cable entry into the building through wall feed-through and seal with silicone, or provide an entry plate and boot.
- ◆ Provide ground point within six (6) cable feet of the control station.
- ◆ Provide necessary space for installation of the local control station. (This also requires a flat surface for placement.)
- ◆ Supply, exterior or internal, vertical spaces for installation of the control station antenna with no more than a 100-foot cable run.
- ◆ Provide an elevated antenna mounting location.
- ◆ Supply a dedicated 115 VAC grounded electrical outlet rated at 15 AMPS to power the control station and remote control device. Provide an outlet within 6 feet of the unit.
- ◆ Supply a ground point of 5 ohms or less located in the immediate vicinity (within 6 feet) of the finalized location of the antenna and control station.
- ◆ Provide antenna-mounting facilities at each of the RF control station points specified, while providing an adequate means of feed-line routing and support.

Completion Criteria:

- ◆ Completion of all the control station installations, and approval by the Customer.

4.6.4 Control Station Complete

- ◆ Control Station installation completed and accepted by the Customer.

4.6.5 System Installation Acceptance (Milestone)

- ◆ All equipment installations are completed and accepted by the Customer.

4.7 System Optimization

4.7.1 Optimize System FNE

Motorola Responsibilities:

- ◆ Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- ◆ Verify that all audio and data levels are at factory settings.
- ◆ Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- ◆ Motorola and its subcontractors optimize each subsystem.
- ◆ Check audio and data levels to verify factory settings.
- ◆ Verify communication interfaces between devices for proper operation.
- ◆ Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.

Customer Responsibilities:

- ◆ Provide access/escort to the sites.
- ◆ Provide required radio ID and alias information to enable alias database setup for interface to console. (When applicable for consoles)
- ◆ Define the logging recorder tracks by talkgroup. (Logging Recorder - If Applicable)
- ◆ Dispatchers to use the existing conventional system icons for dispatching until cutover.(Console)

Completion Criteria:

- ◆ System FNE optimization is complete.

4.7.2 Link Verification

Motorola Responsibilities:

- ◆ Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

Customer Responsibilities:

- ◆ Make available the required links which meet the specifications supplied by Motorola at the CDR.

Completion Criteria:

- ◆ Link verification successfully completed.

4.7.3 Optimization Complete

- ◆ System optimization is completed. Motorola and the Customer agree that the equipment is ready for acceptance testing.

4.8 Training

4.8.1 Perform Training

Motorola Responsibilities:

- ◆ Formal training is not included as the operations are similar to the current field operations of subscribers. Assistance will be provided in creating operational guidelines for Region 5 to be able to pass along training through there established means.

Customer Responsibilities:

- ◆ Make available the required personnel that will develop and provide regional training

4.8.2 Training Complete

- ◆ Verify and witness equipment operations. is complete. Customer understands the operation and has the ability to develop training criteria.

4.9 Audit and Acceptance Testing

4.9.1 Perform R-56 Audit

Motorola Responsibilities:

- ◆ Perform R-56 site-installation quality-audits, verifying proper physical installation and operational configurations.
- ◆ Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's R 56 Standards and Guidelines for Communication Sites.

Customer Responsibilities:

- ◆ Provide access/escort to the sites.

Completion Criteria:

- ◆ All R-56 Standards and Guidelines for Communication Sites audits completed successfully.

4.9.2 Perform Equipment Testing

Motorola Responsibilities:

- ◆ Test individual components of the system to verify compliance to the equipment specifications.
- ◆ Repeat any failed test(s) once Motorola (or the Customer) has completed the corrective action(s).
- ◆ Prepare documentation of component tests to be delivered as part of the final documentation package.

Customer Responsibilities:

- ◆ Witness tests if desired.

Completion Criteria:

- ◆ Successful completion of equipment testing.

4.9.3 Perform Functional Testing

Motorola Responsibilities:

- ◆ Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- ◆ If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- ◆ Document all issues that arise during the acceptance tests.
- ◆ Document the results of the acceptance tests and present to the Customer for review.

- ◆ Resolve any minor task failures before Final System Acceptance.

Customer Responsibilities:

- ◆ Witness the functional testing.
-

Completion Criteria:

- ◆ Successful completion of the functional testing.
- ◆ Customer approval of the functional testing.

4.9.4 Perform Coverage Testing

Motorola Responsibilities:

- ◆ No Coverage Test included in this quote.

4.9.5 System Acceptance Test Procedures (Milestone)

- ◆ Customer approves the completion of all the required tests.

4.10 Finalize

4.10.1 Cutover

Motorola Responsibilities:

- ◆ Motorola and the Customer develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- ◆ During cutover, follow the written plan and implement the defined contingencies, as required.
- ◆ Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

Customer Responsibilities:

- ◆ Attend cutover meetings and approve the cutover plan.
- ◆ Notify the user group(s) affected by the cutover (date and time).
- ◆ Conduct a roll call of all users working during the cutover, in an organized and methodical manner.
- ◆ Ensure that all subscriber users are trained and the subscribers have been activated on the system.
- ◆ Provide Motorola with the subscriber information for input into the system database, for activation.

Completion Criteria:

- ◆ Successful migration from the old system to the new system.

4.10.2 Resolve Punch list

Motorola Responsibilities:

- ◆ Work with the Customer to resolve punch list items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

Customer Responsibilities:

- ◆ Assist Motorola with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list item(s).

Completion Criteria:

- ◆ All punch list items resolved and approved by the Customer.

4.10.3 Transition to Service/Project Transition Certificate

Motorola Responsibilities:

- ◆ Review the items necessary for transitioning the project to warranty support and service.
- ◆ Provide a Customer Support Plan detailing the warranty and post warranty support, if applicable, associated with the Contract equipment.

Customer Responsibilities:

- ◆ Participate in the Transition Service/Project Transition Certificate (PTC) process.

Completion Criteria:

- ◆ All service information has been delivered and approved by the Customer.

4.10.4 Finalize Documentation

Motorola Responsibilities:

- ◆ The documentation will be limited to the following:
 - Maintenance manuals for all site equipment
 - Functional Acceptance Test Plan test sheets and results
 - Equipment Inventory List (paper or disk)
 - ATP Test Checklists
 - System Block Diagram
 - RF Site Floor Plan (where applicable)
 - Antenna Network Drawings for RF Sites (where applicable)
 - Site Block Diagrams

Customer Responsibilities:

- ◆ Receive and approve all documentation provided by Motorola.

Completion Criteria:

- ◆ All required documentation is provided and approved by the Customer.

4.10.5 Final Acceptance (Milestone)

- ◆ All deliverables completed, as contractually required.
 - ◆ Final System Acceptance received from the Customer.
-

4.11 Project Administration

4.11.1 Project Status Meetings

Motorola Responsibilities:

- ◆ Motorola Project Manager, or designee, will attend all project status meetings with the Customer, as determined during the CDR.
- ◆ Record the meeting minutes and supply the report.
- ◆ The agenda will include the following:
 - Overall project status compared to the Project Schedule.
 - Product or service related issues that may affect the Project Schedule.
 - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
 - Any miscellaneous concerns of either the Customer or Motorola.

Customer Responsibilities:

- ◆ Attend meetings.
- ◆ Respond to issues in a timely manner.

Completion Criteria:

- ◆ Completion of the meetings and submission of meeting minutes.

4.11.2 Progress Milestone Submittal

Motorola Responsibilities:

- ◆ Submit progress (non-payment) milestone completion certificate/documentation.

Customer Responsibilities:

- ◆ Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

Completion Criteria:

- ◆ The Customer approval of the Milestone Completion document(s).

4.11.3 Change Order Process

CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a

change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

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Interlocal Agreement between Lake County, Orange County, Martin County, Osceola County, Seminole County, St. Lucie County, City of Orlando, and Lake-Sumter EMS, Inc. for interoperable communications equipment for Region Five

EXHIBIT B



Section 2 System Description

2.1 Introduction Overview

The State of Florida Region 5 Domestic Security Task Force (DSTF) intends to deploy a Public Safety Interoperable Communications (PSIC) radio system to support mutual aid operations for public safety users within the Region. The PSIC radio system will provide wide-area mobile coverage throughout much of Region 5 utilizing the 700 MHz band. Existing government owned wireless communications infrastructure will be utilized, where possible, to house the fixed equipment and provide tower facilities. This interoperable overlay system will provide a level of portable and mobile communications for first responder interoperability in much of Region 5 for 700MHz. The design will use the Lake County Master Site switch that will use fractional T1 (FT1) transport to the fixed RF sites.

This solution to enhance interoperability within the region will depend on the implementation of 700 MHz spectrum, Project 25 and IP based technologies. These major components can enable multiple levels of interoperability as follows:

- ◆ Lake County ASTRO[®] 25 Master Site (existing - Purchased January 2008)
- ◆ Lake County ASTRO 25 800 MHz simulcast sites (existing - Purchased January 2008)
- ◆ Proposed three (3) channel 700 MHz ASTRO 25 Site Repeater (ASR) sites connected to the Lake County Master site via FT1
- ◆ Connectivity into the MOTOBRIDGE FIN in each participating PSAP in Region 5 via new proposed 700/800 MHz ASTRO 25 control stations

2.2 Roaming Methodology - Wide Area Roaming

Motorola's ASTRO 25 wide area trunking system offers a sophisticated set of radio roaming features and capabilities simplifying user operation of the radio while ensuring that the radio is operating on the optimum site. ASTRO 25 simplifies radio operation by offering transparent roaming and uninterrupted communications throughout the entire system. Users are constantly in contact with dispatchers as they drive throughout the service area. Motorola's ASTRO 25 wide area roaming features and benefits are described below, and apply to both voice and data, except as noted:

- ◆ **Automatic Site Registration** - Automatic Site Registration is the automatic registration process that takes place whenever a radio is turned on or when the user roams from one trunking site to another. No operator intervention is required. This important feature enables continuous call processing for the user and effortless user roaming throughout the system.
- ◆ **De-Registration** - There are three instances when a radio unit will de-register from a site. The first method is when a radio unit is turned off. The radio will perform a soft power down deregistering itself with the Zone Controller. The second way is when a user moves from one site to another. Automatic Site Registration occurs at the new site, and the Zone Controller automatically de-registers the radio at the old site. The third way a radio unit is de-registered is via a Time-Out Timer. De-registration occurs when a radio goes out of range for longer than a pre-selected amount of time. These de-registration processes help to ensure that precious frequency resources are not wasted.
- ◆ **Automatic Site Switching** - One of the key features of an ASTRO 25 system is its ability to proactively select the optimum site as a radio user moves throughout the coverage area. Using Receive Signal Strength Indication (RSSI), the radio is able to monitor the signal strengths of control channel frequencies at adjacent sites and automatically make the necessary site changes when appropriate. The result is improved user communications by operating on the optimum RF site.
- ◆ **Control Channel Discovery** - When the radio is turned on, a multi-step process is used to locate an available control channel. The radio will check the last known control channel and the list of adjacent site control channels, broadcast by every trunked site. If unsuccessful, the radio will next check the full list of available control channels previously programmed into the radio. After this attempt, the radio will begin scanning the pre-programmed failsoft channels. As a last resort, the radio will enter a full spectrum scan to find any available trunked control channels within the frequency band.
- ◆ **Control Channel Congestion** - When a radio fails to register due to control channel congestion, the radio will generate a random hold-off timer to force a delay before a second registration attempt is made. A radio that has not successfully registered at a site will still be joined to an active talkgroup call on that site if the radio recognizes a valid talkgroup ID on the control channel. However, a particular site will not be joined to a talkgroup call unless at least one radio has registered on that site with the talkgroup selected.
- ◆ **Preferred Site** - Preferred Site operation allows a radio to search for an alternative, pre-programmed site that is operationally preferred over the current site. A radio will look for a preferred site when it roams into another site in the system. If a unit is in an overlap area of multiple sites, it will favor its preferred site. This capability allows users to more intelligently manage and conserve repeater resources in coverage overlap areas.
- ◆ **Dynamic Site Assignment (Voice Only)** - Dynamic Site Assignment ensures that ASTRO 25 users have maximum system channel efficiency as the system utilizes channels only at sites where active talkgroup members are located.



2.3 ASTRO 25 GTR8000 Expandable Site Sub-system

The ASTRO 25 GTR8000 Expandable Site Sub-system (ESS) was designed for use in ASTRO 25 repeater sites.

The GTR 8000 Expandable Site Sub-system (ESS) is Motorola's multi-cast platform, in which Motorola has incorporated benefits such as:

- ◆ Software-based design
- ◆ Integrated design provides a smaller footprint for low density sites
- ◆ Front/top access design and minimized cabling reduces install and service labor

The ASR site sub-system consists of GCP8000 Site Controllers (redundant), up to six GTR8000 Base Radios, a receive multi-coupler, and a transmit combiner. Additional GTR8000 expandable site sub-systems can be added to sites with more than six channels.

The GCP8000 site controller maintains the link and communication to the Zone Controller at the master site. It also controls the site's states (wide area Trunking and site trunking, etc.), manages call control functionality when in Wide Area Trunking, and provides call processing functionality when in Site Trunking (automatically operates when the site cannot communicate with the master site).

The GCP8000 is standard in a fully redundant configuration. The redundant GCP8000 will communicate with the active one, at regular short intervals to detect any failures. If the active GCP8000 should fail, the redundant GCP8000 will pick up all current functionality and state information to maintain continuous operation of the site. If both GCP8000s fail at the same time the site will revert to Failsoft operation.

The GTR8000 base radio is the supported station for 700/800 MHz frequency band for ASTRO 25 multicast and simulcast sites. The base radios provide a modular, flexible design for today's communication systems and those of the future. The innovative design allows for upgrades within systems via hardware and/or software to avoid total infrastructure replacement. Through software options, the GTR8000 can be configured as either an ASTRO 25 trunking radio for an ASR single site or a simulcast site.

Some of the functions of the GTR 8000 base radio include:

- ◆ Joins multicast groups for voice calls
- ◆ Maintains a connection to a multicast group for duration of call
- ◆ Routes inbound payload from the subscriber unit to zone core routers
- ◆ Translates outbound payload from zone core routers to Common Air Interface (CAI) format



2.4 Remote Site Router

The site router provides a T1 or FT1 interface that handles all of the IP Network Management (NM) traffic to and from the Master site for the Remote Site. The Site Routers provide the following function for the NM packets:

- ◆ Media conversion – the router converts the 10MB Ethernet LAN packets to IP packets encapsulated in Frame Relay on a T1 or FT1.
- ◆ Traffic prioritization – the router applies the correct prioritization marking to the packets leaving the site.
- ◆ Fragmentation – the router fragments large IP packets per standards.

The Remote Site Router used with its Network Management provides proactively managed system as well as a means of receiving and reporting failure alarms.

The proposed system will have a site router at each ASR site.

2.5 Conventional Channel Gateway Router

The Conventional Channel Gateway (CCGW) router provides an interface to conventional base stations by either a (four) 4 wire Tone Remote Control (TRC) or (four) 4 wire E & M connection. This allows a conventional station to be brought into the IP network and controlled by the IP based MCC7500 consoles within the Lake County.

To summarize, the following MAJOR equipment will be located at each ASR Site

Single 7.5' Expandable Site System (ESS) 19" Rack with the following Equipment:

- (3) 100 Watt Trunked 700MHz GTR8000 Repeaters
- (2) Site Controllers
- (1) Receiver Multi-coupler
- (1) TTA Control /Monitoring Unit
- (1) Six (6) port 700 MHz Transmitter Combiner
- (1) Site Router w/T1 interface & 4 port analog interface

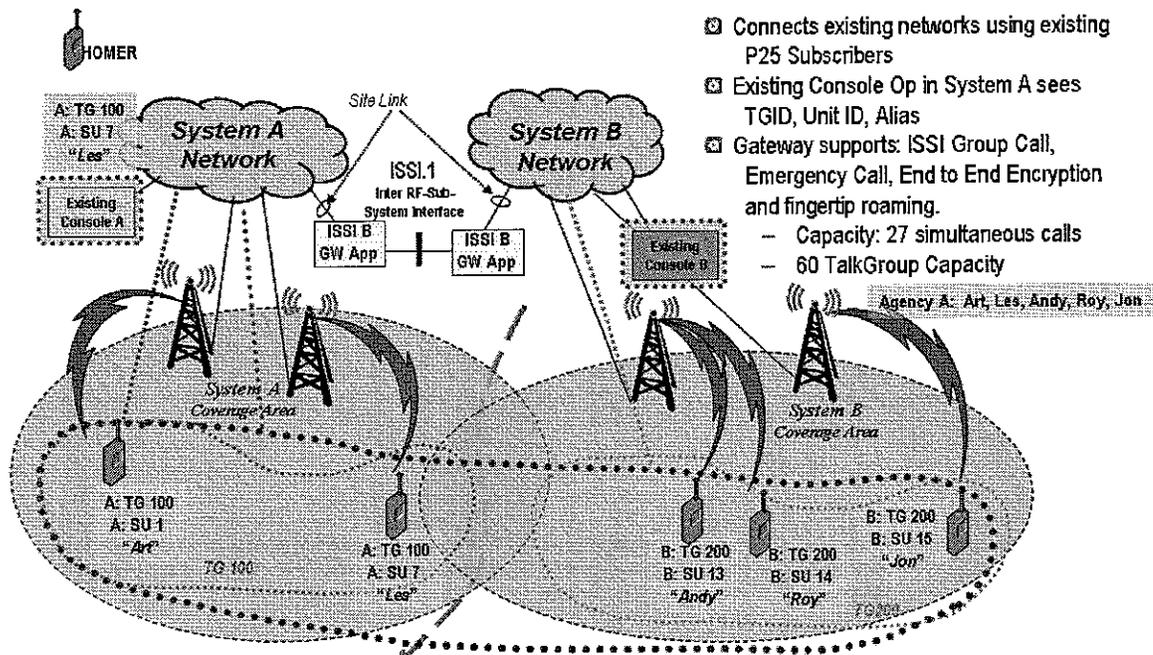
Antenna/Transmission Line Network:

- (1) 700/800 MHz Transmit Antenna 9.0 dB omni gain w/ 1 ¼" LDF coax
- (1) 700/800 MHz Receive Antenna 9.0 dB omni gain w/ 7/8" LDF coax
- (1) 700/800 Tower Top Amplifier w/1/2" LDF coax test line
- (3) PolyPhaser coax protectors
- (1) 700/800 MHz ASTRO 25 control station - **Note:** For connectivity into the MOTOBRIDGE FIN in one participating agency PSAP in Region 5



2.5.1 ISSI.1 Site Gateway

The ASTRO 25 ISSI.1 Site Gateway is one of a variety of solutions Motorola envisions to address the need for connecting disparate trunked networks. The ASTRO 25 ISSI.1 Site Gateway is a connectivity solution which utilizes an available ASTRO 25 Zone Controller Site Link to connect over a wireline interface to another ISSI-enabled P25 network. The ISSI.1 site gateway architecture has some distinctive advantages and operational constraints, which are outlined in detail in the following pages.



The ISSI.1 gateway application enables the connectivity across the two (or more) systems by “mapping” TalkGroup IDs from one System A to another System B. In the example TG100 on System A is associated in the gateway to be connected to TG 200 on System B. Should any of the users (“Art”, “Les”, “Andy”, “Roy” or “Jon”) key up in either network, the Zone Controllers send the call to the site gateways which then send the audio and signaling to the other network and initiate the associated talkgroup traffic, thereby creating a “virtual” inter-system talkgroup operation.

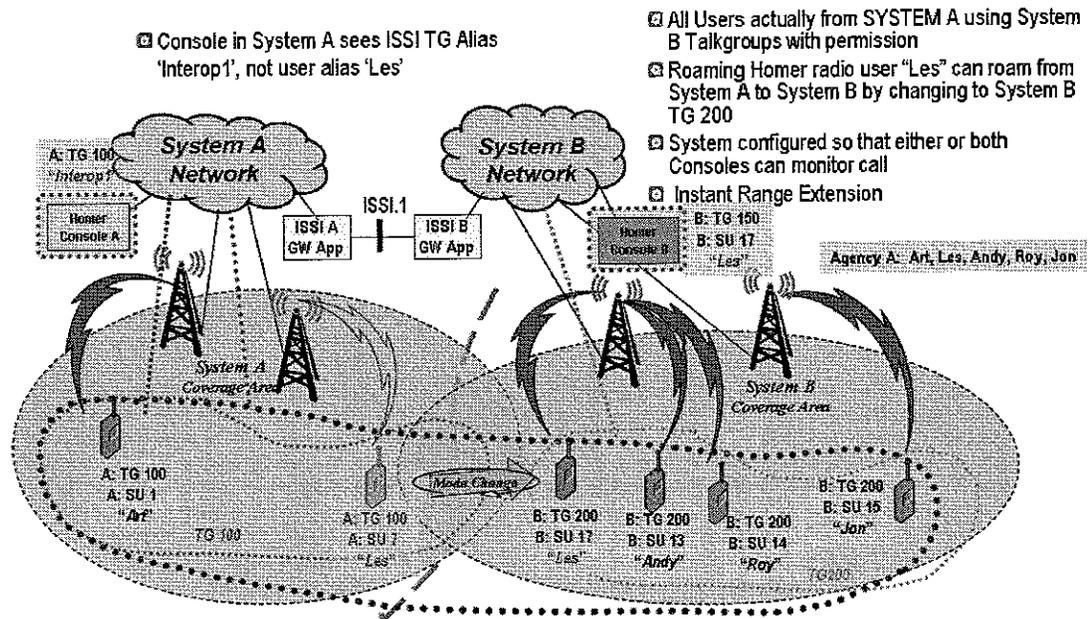
In the roaming case, shown in the figure below, the roaming user “Les” would “manually roam” into the other system. Once Les notices that the signal from his current system A begins to decline, he would initiate a mode change on his radio, either by changing the knob or through the keypad, also known as “fingertip roaming.” He would need to know the “associated” TG200 on System B. Once he has selected the System B, user “Les” would be operating on the virtual talkgroup spanning the two systems. Readers familiar with P25 roaming, will recognize this

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State of Florida – Region 5 Domestic Security Task Force
Public Safety Interoperable Communications (PSIC) Radio System
OBSystem Description
January, 2009



operation to be identical to system to system roaming used today. The important enhancement for Les, is that after he roams into System B he will continue communications with his home dispatcher in System A as well as any users who are still in System A, SU1 "Art", in this example.



2.5.1.1 Advantages of the ISSI.1 Gateway Application Architecture

- **Connects Systems with Different System IDs** -- The ISSI.1 Gateway Application enables two systems, each using a different System and WACN ID to be connected over a wireline connection.
- **Can be Added to Existing ASTRO 25 Networks**-- The ISSI.1 Gateway Application can be added to an existing and deployed ASTRO 25 network without requiring that the network be upgraded to a new version.
 - The site gateway enables two systems to be connected together of virtually any Motorola Project 25 vintage (ASTRO 25 6.9 or higher), effectively decoupling systems and avoiding inter-agency funding dependences.
- **Roaming Enabled without Upgrading Subscribers** - The ISSI.1 Gateway Application enables wireline connectivity using the P25 ISSI *without requiring software upgrades to the subscriber devices to enable roaming*. It should be noted that other (non Site GW implementations) of ISSI connections require that the



subscribers, stations and control channels be upgraded to ISSI capability in order to enable roaming across systems with different System IDs.

- **Networks Connect While Retaining Control of Their Individual Systems?**
UCS -- The ISSI.1 Gateway Application preserves the User Configuration Subsystem databases on each side of the gateway enabling users to retain operational autonomy over their system.
- **Wireline-based Solution Enables End-to-End Encryption/Does not require Transcoding** - The wireline connectivity enables end to end encryption, lower audio delay and does not require transcoding or double-vocoding. This advantage is experienced in lower delays, better audio quality and more robust call services than can be accomplished by analog audio-based connections.

2.5.1.2 Operational Constraints of the ISSI.1 Gateway Application Architecture

In our extensive Market Research and in-depth customer discussions, these advantages were deemed valuable and dramatic. However, the advantages come with some significant constraints, which are articulated below:

- **Limited Feature Set** - The ISSI.1 Gateway Application supports a limited feature set. Only Group Call with Emergency Call and End to End Encryption are supported.
 - The ISSI.1 Gateway Application does NOT support any additional services such as Private Call, PTT-ID, Emergency Alarm or P25 Packet Data.
- **Manual Roaming Only** - The ISSI.1 Gateway Application can initiate roaming via a manual mode change initiated by the radio user. This means training of users will be essential.
- **No Console Priority** - The ISSI.1 Gateway Application does not support Console Priority across the interface, potentially resulting in some awkward and unfamiliar radio behaviors. Again, users will need to be trained to learn to adapt and work around these limitations during certain situations.

2.5.1.3 Proposed ISSI Implementation for Region 5

The proposed ISSI implementation for Region 5 is for Motorola to provide a ISSI Site Gateway interface for the Lake County ASTRO 25 Master Site. This would then connect to a similar ISSI interface provided by Tyco Electronics in Brevard County. This would provide ISSI connectivity between the Lake and Brevard systems. The Motorola ISSI interface connection is via a Ethernet port on the ISSI Gateway. Connectivity must be provided by the customer to connect the Motorola and Tyco ISSI gateways together.



2.6 Proposed ASTRO 25 System Sites for Region5

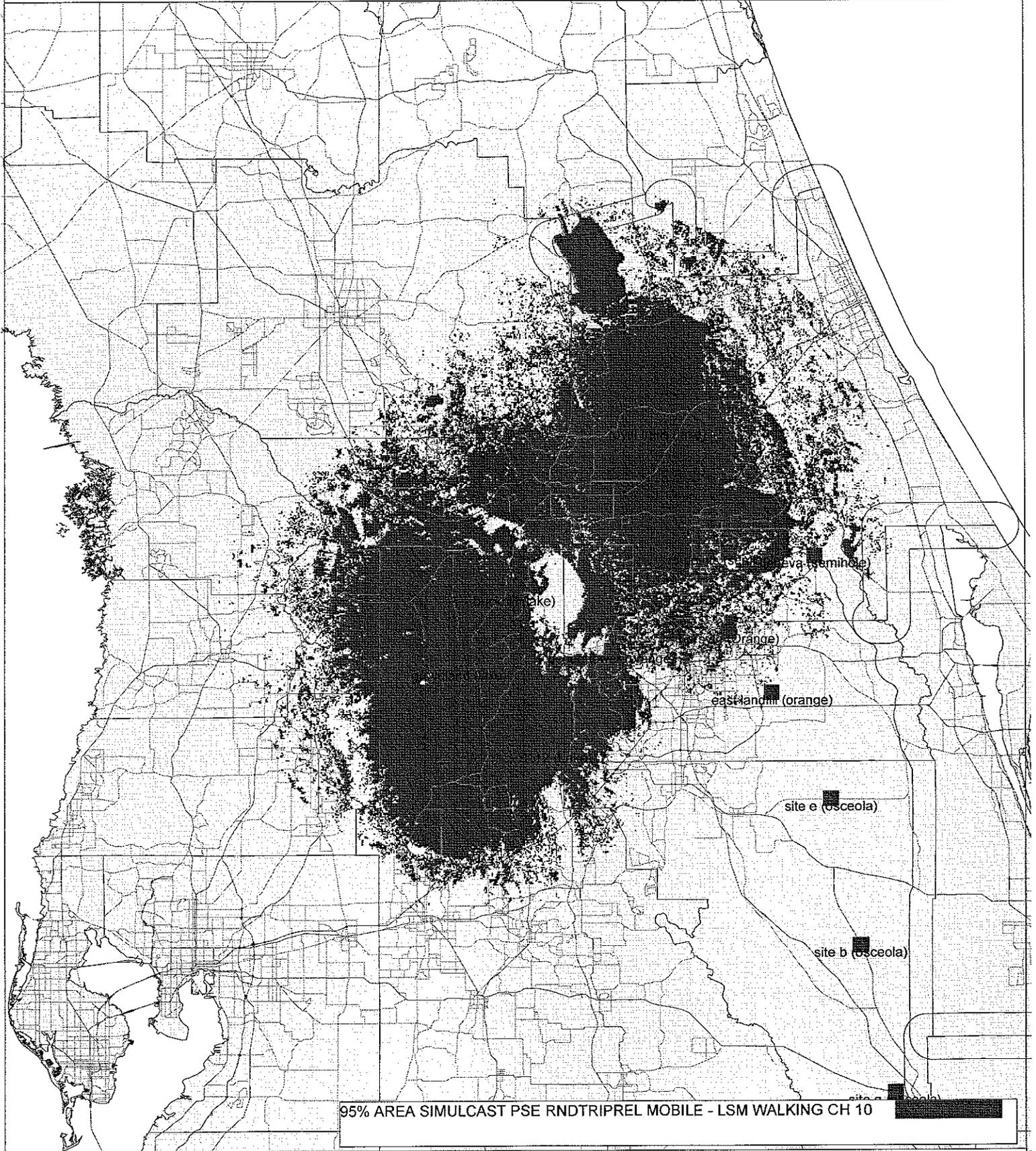
Table 1 below includes a summary of the proposed system ASR sites. A conscious attempt was made in utilizing as many existing County owned RF sites as possible for Motorola's proposed interoperability radio system. Coverage maps are included at the end of this Section to illustrate the predicted coverage provided by the potential available selected sites. These maps are provided for informational purposes only. In terms of physical sites, this proposal includes nine (9) ASR sites for the 700 MHz voice system and 4 Lake County Sites.

Table 1: Proposed Region 5 PSIC ASR Sites

AGENCY NAME	Site Area	Proposed Level Used
Lake	Buckhill	310'
Lake	Groveland	300'
Lake	FS 112	200'
Lake	Royal Trails	480'
Martin	South Fork	TBD
Osceola	Site G	TBD
Osceola	Site B	TBD
Osceola	Site E	TBD
Seminole	5PTS	TBD
Orange	Ocoee	TBD
Orange	Landfill	TBD
St Lucie	Landfill Tower	TBD
Sumter	Bushnell	TBD
Orlando	Orlando	Control Station Only



Region 5 PSIC 700 MHz (Coverage Maps are for
Informational Purposes only - No Coverage
Commitment Implied)



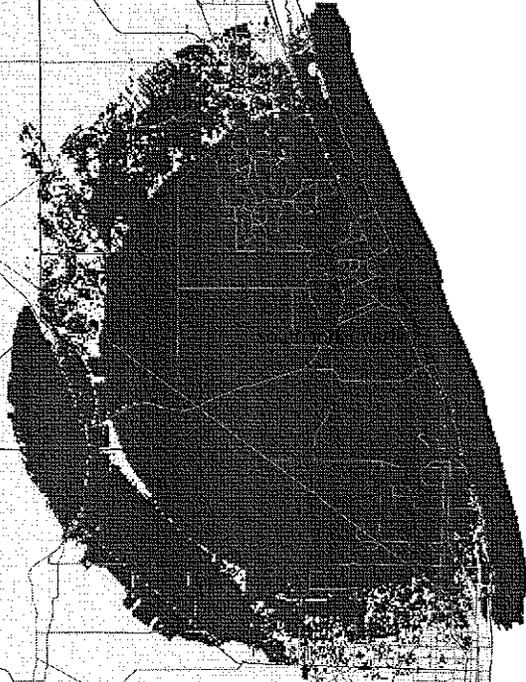
95% AREA SIMULCAST PSE RNDTRIPREL MOBILE - LSM WALKING CH 10

0 15.78 31.57 mi
1 inch = 15.78 miles @ 1/1000000

Projection World Mercator
Center Point 28:39:55.41 N 81:45:45.95 W

Region 5 PSIC.700 MHz
(Coverage Maps are for Informational Purposes
Only
- No Coverage Commitment Implied)

site g (qsceola)

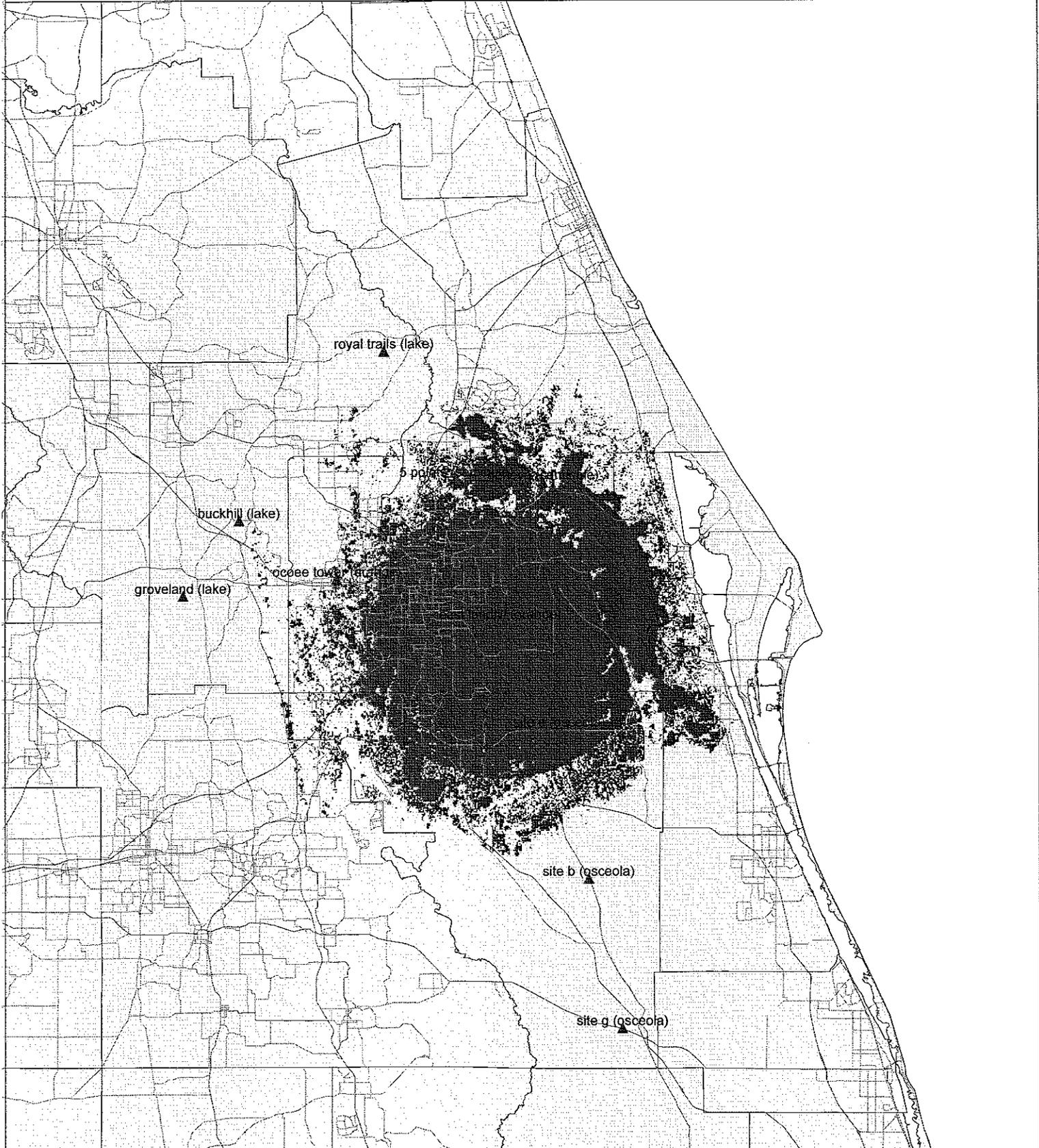


Mobile - Talkout from Base Radio

Projection World_Mercator
Center Point 26:54:17.54 N 80:15:56.25 W

0 15.78 31.57 mi
1 inch = 15.78 miles @ 1/1000000

Region 5 PSIC 700 MHz
(Coverage Maps are for Informational Purposes
Only
- No Coverage Commitment Implied)

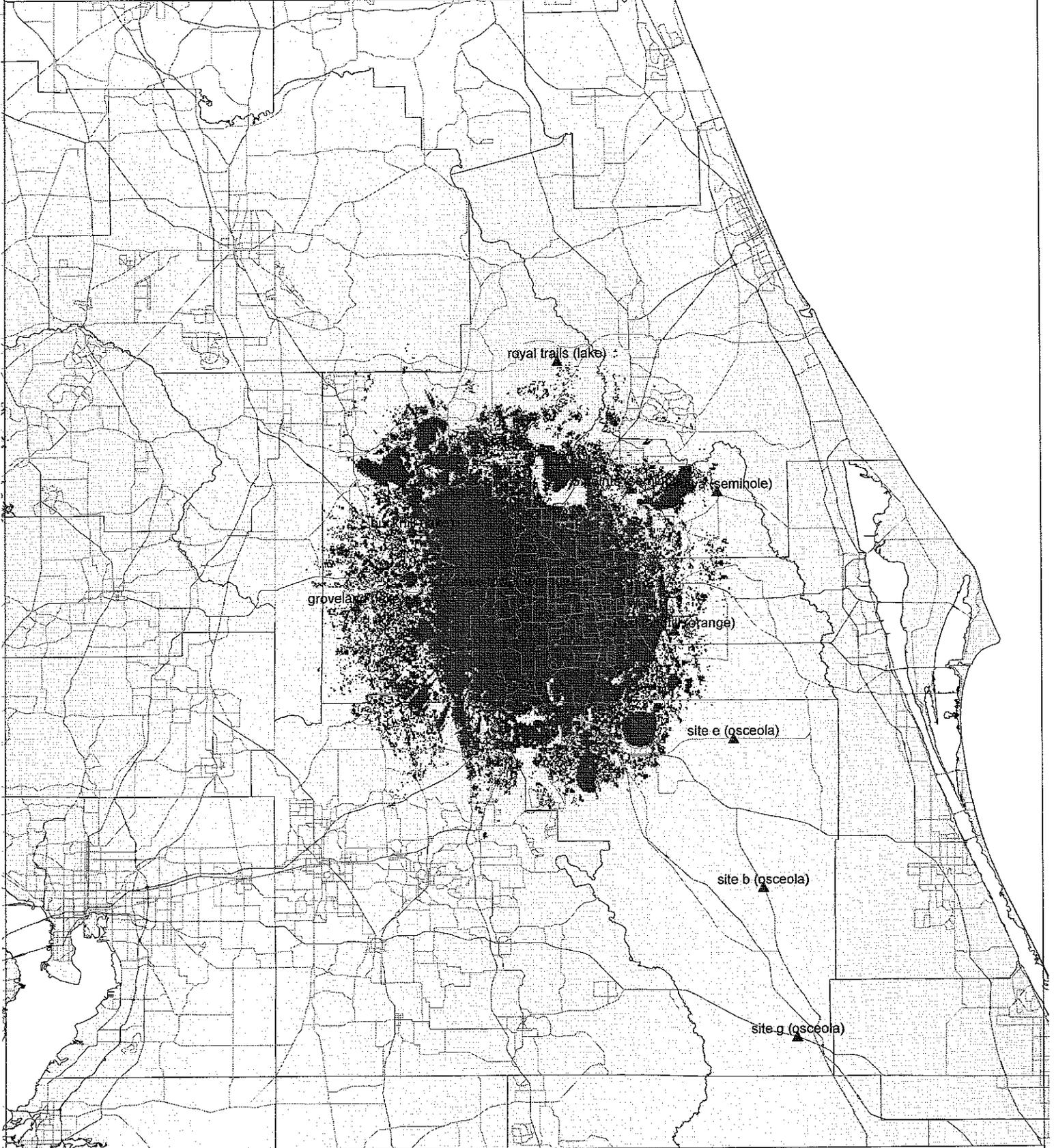


0 15.78 31.57 mi
1 inch = 15.78 miles @ 1/1000000

Mobile - Talkout from Base Radio

Projection World_Mercator
Center Point 28:32:32.33 N 81:9:35.63 W

Region 5 PSIC 700 MHz
(Coverage Maps are for Informational Purposes
Only
- No Coverage Commitment Implied)

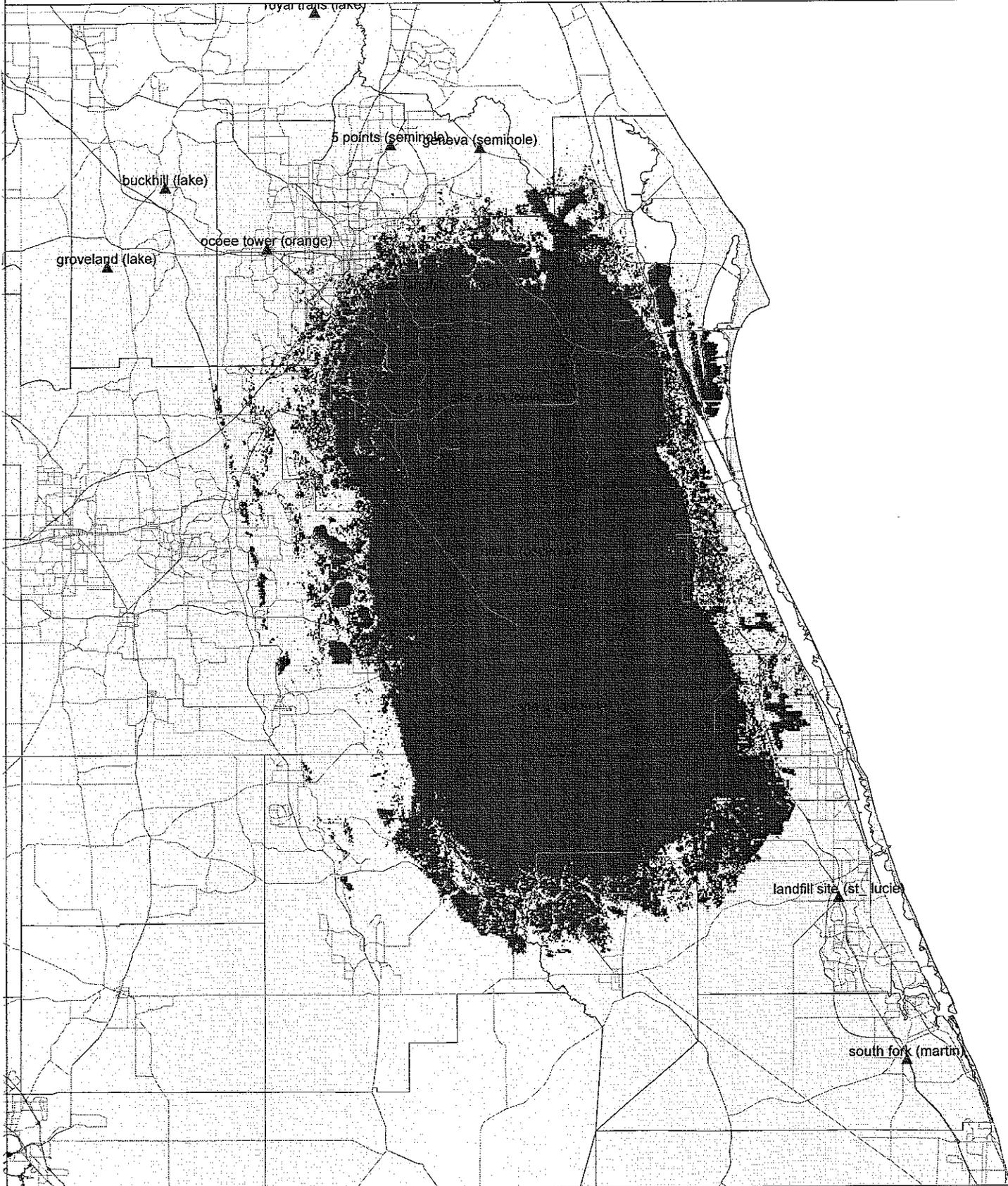


Mobile - Talkout from Base Radio

Projection World_Mercator
Center Point 28:33:49.59 N 81:31:52.01 W

0 15.78 31.57 mi
1 inch = 15.78 miles @ 1/1000000

Region 5 PSIC 700 MHz
(Coverage Maps are for Informational Purposes
Only
- No Coverage Commitment Implied)

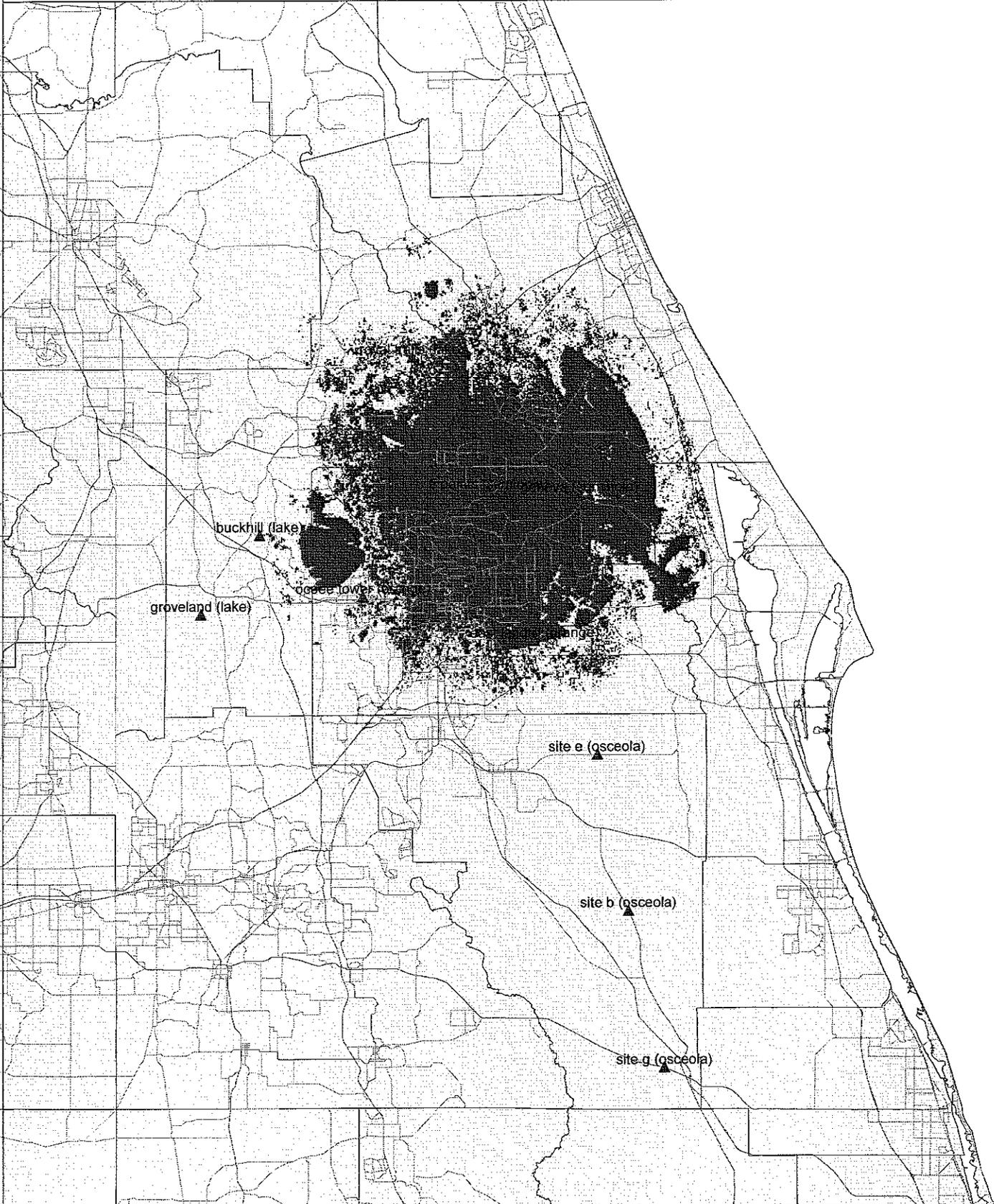


Mobile - Talkout from Base Radio

Projection World_Mercator
Center Point 27:54:40.42 N 80:59:54.34 W

0 15.78 31.57 mi
1 inch = 15.78 miles @ 1/1000000

Region 5 PSIC 700 MHz
(Coverage Maps are for Informational Purposes
Only
- No Coverage Commitment Implied)

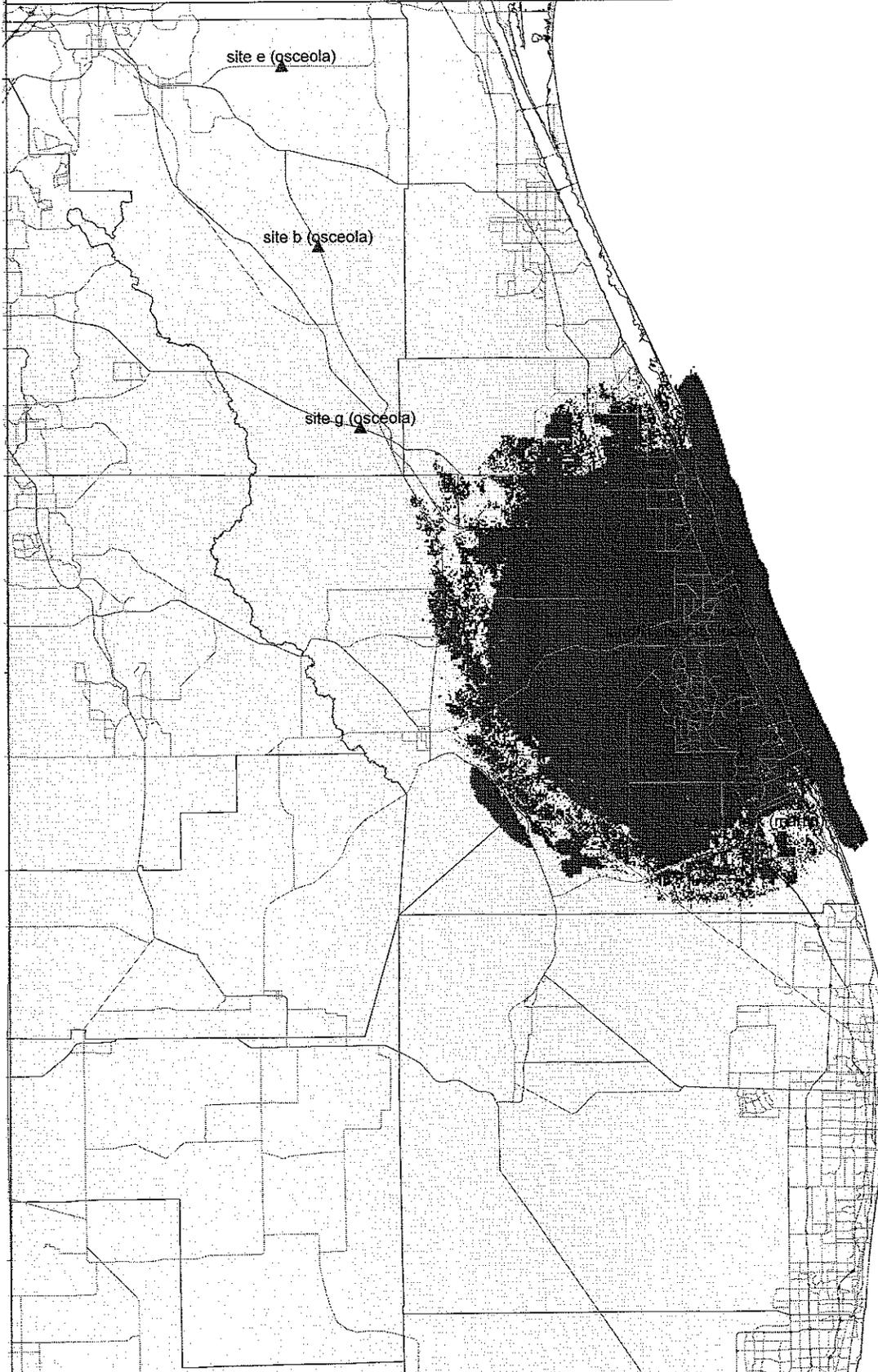


Mobile - Talkout from Base Radio

Projection World_Mercator
Center Point 28:31:23.66 N 81:11:3.39 W

0 15.78 31.57 mi
1 inch = 15.78 miles @ 1/1000000

Region 5 PSIC 700 MHz
(Coverage Maps are for Informational Purposes
Only
- No Coverage Commitment Implied)

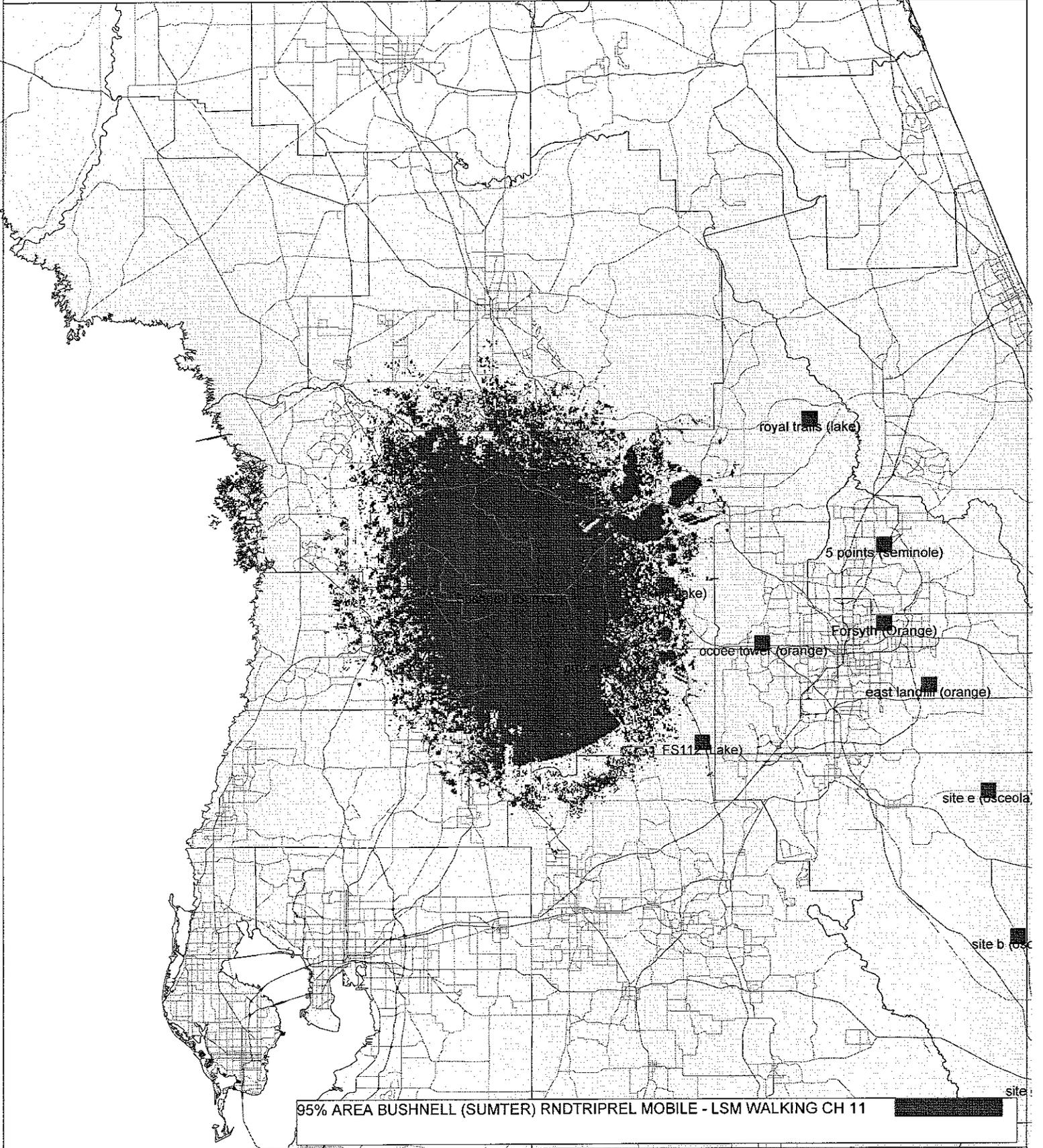


0 15.78 31.57 mi
1 inch = 15.78 miles @ 1/1000000

Mobile - Talkout from Base Radio

Projection World_Mercator
Center Point 27:17:23.98 N 80:28:50.95 W

Region 5 PSIC 700 MHz (Coverage Maps
are for Informational Purposes only - No
Coverage Commitment Implied)

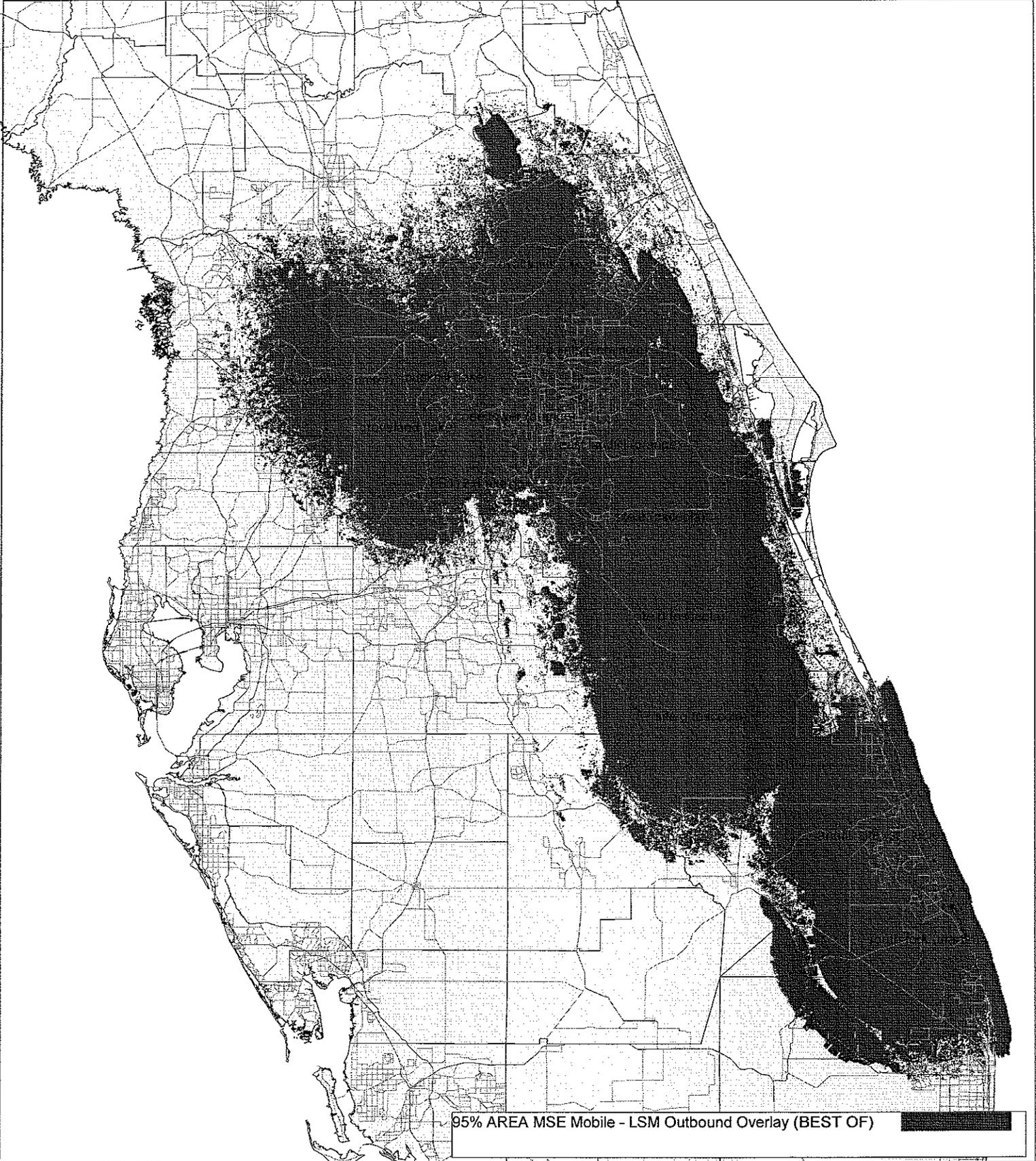


95% AREA BUSHNELL (SUMTER) RNDTRIPREL MOBILE - LSM WALKING CH 11

0 15.78 31.57 mi
1 inch = 15.78 miles @ 1/1000000

Projection World_Mercator
Center Point 28:39:9.56 N 82:5:31.15 W

Region 5 PSIC 700 MHz (Coverage Maps
are for Informational Purposes only - No
Coverage Commitment Implied)



95% AREA MSE Mobile - LSM Outbound Overlay (BEST OF)

0 23.67 47.35 mi
1 inch = 23.67 miles @ 1/1500000

Projection World_Mercator
Center Point 28:1:16.07 N 81:32:2.16 W

Thursday, April 16 2009 3.40 Build 3671

Job Id : 2114820408.13.000.1.4

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