
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Fiscal Services/Administration Grants**DEPARTMENT:** Fiscal Services**DIVISION:** Administration - Fiscal Services**AUTHORIZED BY:** Lisa Spriggs**CONTACT:** Jennifer Bero**EXT:** 7125**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the State Homeland Security Grant Program (SHSGP) Sub-Recipient Agreement between Seminole County and the Department of Financial Services/Division of State Fire Marshal, which provides for the maintenance and sustainment of the State's emergency response Mutual Aid Radio Cache (MARC) Unit.

County-wide

Jennifer Bero

BACKGROUND:

Consistent with the Department of Homeland Security State Strategy, the Seminole County EMS Fire/Rescue Division maintains custody of one of the eight (8) strategically placed MARC units throughout the state. The Mutual Aid Radio Cache (MARC) units provide a distribution mechanism for portable radios programmed in common to allow first responders the ability to have interoperable communications and communicate directly at the scene of an incident or event. This agreement provides for annual maintenance of the radio cache (MARC unit). The Department of Financial Services/Division of State Fire Marshal shall retain ownership of the radio cache and equipment. The Department of Financial Services agrees to reimburse the County for its expenses incurred in the maintenance and upgrades of their respective MARC unit in the amount of \$19,648.88, or until designated funds are no longer available.

Budget Amendment Request (BAR) #07-87 is on the Budget Divisions Consent Agenda to adjust the budget.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the State Homeland Security Grant Program (SHSGP) Sub-Recipient Agreement between Seminole County and the Department of Financial Services/Division of State Fire Marshal, which provides for the maintenance and sustainment of the State's emergency response Mutual Aide Radio Cache (MARC) Unit.

ATTACHMENTS:

1. Scope of Work
2. Agreement

Additionally Reviewed By:

- County Attorney Review (Arnold Schneider)
- Grant Review (Jennifer Bero, Lisa Spriggs)
- Budget Review (Betty Segal, Lisa Spriggs)

Scope of Work

Funding is provided to perform eligible activities as identified in the Office for Domestic Preparedness Fiscal Year 2005 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below.

I. Categories and Other Eligible Activities

A. Categories

Planning

FY 2006 SHSP funds may be used for a range of homeland security planning activities, such as: Developing and implementing homeland security support programs and adopting DHS national initiatives; Developing related terrorism prevention activities; developing and enhancing plans and protocols; and developing or conducting assessments. These are outlined in the in FY 2006 Homeland Security Grant Program Guidance.

Equipment Acquisition

Any equipment purchased must be in accordance with the Authorized Equipment List (AEL), located at <http://www1.rkb.mipt.org>.

Training

Allowable training-related costs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at OGT-sponsored and OGT approved CBRNE and cyber security training courses. The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: fire service, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security, and private security providers. In order to deliver these courses, state and local instructors must be certified to deliver the course by successfully completing OGT train-the-trainer course delivery. Detailed descriptions of OGT courses are included in the *OGT CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/ODP/docs/coursecatalog.pdf>.

01. **Sustainment Funds for USAR and Regional Hazardous Materials Response Teams**

This project will fund the sustainment effort of the 30 Regional HazMat Teams and seven (7) USAR Task Forces in accordance with Objective 2.9 of the State Strategy. These funds will be used to maintain equipment previously purchased with ODP funds. The additional funds are needed to provide warranties, calibration, consumables, and maintenance items to assure the operational readiness. This will provide funding for general maintenance and long term sustainment of previously funded equipment and for replacement of items that have exceeded their useful lifespan. This will assure continued mission readiness for these specialized teams.

07. **Sustainment Funds for USAR and Regional Hazardous Materials Response Teams**

USAR Task Forces and Hazardous Materials Teams: Complete required Operations, Specialist and Technician training for USAR and HazMat personnel. Includes overtime, backfill for training, exercises, and on scene record system for incumbent and replacement personnel and for current and new teams.

15. **Annual Maintenance Contract for Mutual Aide Radio Cache (MARC) Unit**

This request maintains and sustains the Mutual Aid Radio Communications (MARC) Systems in direct support of the National Priority of strengthening interoperable communications capabilities. Eight MARC units are strategically placed throughout Florida, operated by local jurisdictions. The primary elements contained in the MARC units include caches of UHF, VHF, and 700/800 MHz portable radios, VHF, UHF, 700 MHz repeaters, and a 100' collapsible radio tower. MARC units provide a distribution mechanism for portable radios programmed in common to allow first responders the ability to have interoperable communications and communicate directly at the scene of an incident or event. The repeaters and tower system can also provide single channel communications systems where an existing system is rendered inoperable, or where radio coverage problems exist. MARC units are considered mission critical resources which are integral to achieving interoperable communications for public safety responders handling large scale events or mutual aid incidents. Funding a statewide maintenance/sustainment system for the eight MARC units will provide a consistent process to ensure the resources remain in an operationally ready condition. This request also contains the addition of emergency tower lighting systems to each MARC unit.

16. **Urban Search and Rescue / Hazardous Materials Planning**

This project includes a two 2 1/2 day sessions and two 1 day sessions and Field Operations Guide (FOG) and other operational plans and manual updates.

USAR Task Forces and Hazardous Materials Teams: Complete required Operations, Specialist and Technician training for USAR and HazMat personnel. Includes overtime, backfill for training, exercises, and on scene record system for incumbent and replacement personnel and for current and new teams.

19. Basic Search and Rescue Training – First Responders

Provide all fire rescue first responders basic overview and skill sets to provide light search and rescue to the citizens of Florida. The intent is to further expand Florida's capability by providing an increased level of training and competency to approximately 32,000 fire rescue responders. These firefighters are the first to respond to incidents in their locales to catastrophic events and begin the initial assessment and search for victims. Increased training and awareness will improve the effectiveness of Florida's fire rescue response as well as augment more specialized resources. This is a continuation of the FY03 Florida Strategy.

23. Critical Needs for USAR and HazMat/WMD

The funding provided by this item will address critical equipment shortfalls (gap) in Statewide USAR and Haz Mat/WMD capability. Funding is needed to complete equipment purchases created by funding deficiencies. This equipment provides necessary capabilities to the current teams to ensure mission critical functions are met. The USAR needs were further justified by the hurricane responses of 2004 & 2005. The justification for the Haz Mat/WMD equipment is based on meeting the State strategy requirement defined for Type II Haz Mat/WMD Teams.

24. Enhance Self-Sufficiency of Speciality Teams for a Multi Day Deployment

The items funded by this project, along with equipment funded with 2005 SHSGP and TBUASI funds, will provide basic logistical support for three Bases of Operations (BoO) at incidents that involve multiple disciplines. Currently, teams are expected to sustain themselves for a maximum of 72 hours with minimal outside logistical support. The likelihood of outside logistical support being received within a reasonable time frame is unlikely. Resources must be committed to expand the self sufficiency of these multi-discipline teams for multi-day missions. The equipment funded in this project will assure the ability to conduct simultaneous operations at three separate sites. The need for this item is strongly indicated by experience in responding to the hurricanes of 2004 & 2005. This equipment can be used by all disciplines for long duration operations.

B. Other Eligible Activities

Other Authorized Equipment Related Costs

- ✚ Sales tax
- ✚ Shipping
- ✚ Leasing of space for equipment storage
- ✚ Installation
- ✚ Maintenance
- ✚ Training
- ✚ Consulting services in support of equipment acquisition
- ✚ Programming for Global Justice XML Data Model compliance

Other Authorized Training Related Costs

- ✚ **Cost to develop, deliver, and evaluate training** – This includes cost related to administering the training; planning, scheduling, facilities, materials and supplies, reproduction of materials and equipment.
- ✚ **Overtime and backfill funding for emergency preparedness and response personnel attending OGT-sponsored and approved training classes** - Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours). Further, overtime payments and backfill costs associated with sending personnel to training are allowable, provided that it is G&T sponsored training. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.
- ✚ **Costs associated with the certification and re-certification of instructors**

- ✚ **Full or Part-Time Staff or Contractors/Consultants** - Full or part-time staff may be hired to support training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured by the state in the design, development, conduct, and evaluation of CBRNE training. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.
- ✚ **Travel** - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the training project(s) or for attending ODP-sponsored courses. These costs must be in accordance with state law as highlighted in the *OJP Financial Guide*. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the *OJP Financial Guide*. For further information on federal law pertaining to travel costs please refer to <http://www.ojp.usdoj.gov/FinGuide>.
- ✚ **Supplies** - Supplies are items that are expended or consumed during the course of the planning and conduct of the training project(s) (e.g., copying paper, gloves, tape, and non-sterile masks).
- ✚ **Other Items** - These costs include the rental of space/locations for planning and conducting training, badges, etc.

C. Unauthorized Expenditure

Unauthorized program expenditures are applicable to each category; they include:

- ✚ Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc.)
- ✚ General-use computers and related equipment (other than allowable M&A activities, or otherwise associated preparedness or response functions)
- ✚ General-use vehicles
- ✚ Licensing fees
- ✚ Weapons systems and ammunition
- ✚ Construction and renovation (see page 6 for guidance and exceptions)
- ✚ Hiring of public safety personnel for the purposes of fulfilling traditional public safety duties
- ✚ Activities unrelated to the completion and implementation of the FY06 SHSGP
- ✚ Other items not in accordance with the Authorized Equipment List or previously listed allowable costs

Note: All FY 2006 Homeland Security Grant Program Grant Guidance can be found at <http://www.ojp.usdoj.gov/odp/docs/fy2006hsgp.pdf>

**2006-2007 STATE HOMELAND SECURITY GRANT PROGRAM SHSGP
SUB-RECIPIENT AGREEMENT FOR EXPENDITURE OF LOCAL
GOVERNMENT UNIT FUNDING FOR SUSTAINMENT FUNDS FOR
Annual Maintenance Contract for Mutual AID Radio Cache (MARC) Unit**

THIS AGREEMENT (“Agreement”) is entered into by and between the State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0300 (hereinafter referred to as "Department") or its successor, and Seminole County Government, EMS/Rescue Division (hereinafter referred to as "Subrecipient"), effective as of the last date executed below.

WITNESSETH THAT:

WHEREAS, the Department has determined that it is in need of certain services as described herein; and

WHEREAS, Subrecipient, a governmental agency, has the expertise and ability to faithfully perform such services.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. Services and Deliverables. Subrecipient agrees to provide the following services and deliverables:

1(a) Maintenance and sustainment of the Mutual Aid Radio Communications (MARC) Systems in direct support of the National Priority of strengthening interoperable communications capabilities. The primary elements contained in the MARC units include caches of UHF, VHF, and 700/800 MHz portable radios, VHF, UHF, 700 MHz repeaters, and a 100' collapsible radio tower;

1(b) Addition of emergency tower lighting systems;

1(c) Performance in accordance with the standards under “scope of work” found at http://www.fldfs.com/sfm/DomSec/SHSGP_ScopeofWork_2006-07.pdf, incorporated herein by reference, and

1(d) Readiness and response to activation orders for deployment by the State Emergency Operations Center.

1(e) Notwithstanding any other provision in this Agreement, the obligations contained in this paragraph, or such other provisions as it may apply, shall continue for the duration of this Agreement and shall survive the termination of this Agreement. Each resource awarded to the Subrecipient pursuant to this Agreement must continue to be used for the purposes described in this Agreement.

2. Delivery Schedule. The services or other units of deliverables specified in Paragraph 1 above shall be delivered or otherwise rendered on behalf of the Department in accordance with the following schedule:

2(a) Readiness shall be on a continuous basis, and

2(b) Upon notification by the State Emergency Operations Center, or State Fire Marshal,

Subrecipient shall respond to any and all incidents either within its regional response area, or as designated within the State Emergency Response Plan, for so long as this Agreement remains in effect, or as may be agreed upon under the Florida Strategy;

3. Payment.

3(a) Subject to the terms and conditions established by this Agreement and the billing procedures established by the Department, the Department agrees to reimburse Subrecipient for its expenses incurred in the maintenance and upgrades of their respective MARC unit in the amount of \$19,648.88, or until designated funds are no longer available. If additional money becomes available through the grant process, this amount may be increased or decreased, upon the written approval of both contract managers, to be used for the purposes set forth in paragraph one (1) above, and subject to the terms and conditions established by this Agreement.

3(b) All requests for reimbursement shall be submitted in accordance with this Agreement within thirty days following Subrecipient's expenditure of funds, but in no event later than January 31, 2008, unless this grant period is extended by agreement between the Department and the Division of Emergency Management.

3(c) Vendor Rights. Vendors providing goods and services to an agency should be aware of the following time-frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase orders or Agreement specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Department is to approve the invoice in the state financial system within 20 days.

If a payment is not available within 40 days, a separate interest penalty, computed at the rate determined by the State of Florida Chief Financial Officer pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, please refer to <http://www.dbf.state.fl.us/interest.html>. The interest penalty provision applies after a 35 day time period to health care Subrecipients, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency with the proper tax payer identification information documentation to be submitted before the prompt payment standards are to be applied.

A Vendor Ombudsman has been established with the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

3(d) Taxes. The Department is exempted from payment of Florida state sales and use taxes and Federal Excise Tax. Unless personally exempt by law, Subrecipient shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by Subrecipient to suppliers for taxes on materials used to fulfill its obligations with the Department. Subrecipient shall not use the Department's exemption number in securing such materials. Subrecipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

3(e) Travel. Any expense incurred by the Provider for travel must be authorized by the Department in advance. Travel expenses will be reimbursed to Subrecipient at a rate not to exceed that which is payable to state employees for travel and per diem as prescribed by Section 112.061, Florida

Statutes, and shall be submitted in accordance with said section. All other expenses, including expenses for the gathering and presentation of exhibits, must be authorized by the Department in advance.

3(f) **Payment Processing.** All charges for services rendered or for reimbursement of expenses authorized by the Department in accordance with Paragraphs 2 and 3 shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. All payments for professional services and authorized expenses, including travel expenses, will be paid to Subrecipient only upon the timely and satisfactory completion of all services and other units of deliverable such as reports, findings and drafts, which are required by Paragraphs 1 and 2 above and upon the written acceptance of said services and units of deliverables such as reports, findings, and drafts by the Department's designated contract manager. Interim payments may be made by the Department at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date has first been accepted in writing by the Department's contract manager.

3(g) **Contingency.** If the terms of this Agreement extend beyond the current fiscal year, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. Termination.

4(a) The Department may cancel this Agreement at any time for any reason upon the submission of a thirty (30) day prior written notice. If the Department cancels the Agreement Subrecipient shall be paid only the amount due for deliverables which have been received and accepted by the Department and deliverables due within the time period stated in number 2 above. Subrecipient shall be entitled to no damages beyond what is provided in this paragraph. Notwithstanding the above, Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any termination or breach of this Agreement by Subrecipient. In the event this Agreement is terminated, Subrecipient shall be reimbursed through the date of services rendered subject to any such damages.

4(b) This Agreement shall terminate upon Subrecipient's satisfactory completion of the services and other units of deliverables described or referenced in Paragraphs 1 and 2 by the Department and upon satisfactory performance evaluations of Subrecipient by the Department. The Department may unilaterally terminate this Agreement in the event that the Department requests in writing that Subrecipient allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, which are made or received by Subrecipient in conjunction with this Agreement, and Subrecipient refuses to allow such access. Subrecipient shall comply with the record keeping standards of the Rules of the Department of State, Division of Library and Information Services, Florida Administrative Code Chapter 1B-24 and 26, and the Federally Funded Grant Agreement 07DS-5N-13-00-217, which can be accessed on the Department's website at http://www.fldfs.com/sfm/sfm_domestic_security.htm. If, in the judgment of the Department, Subrecipient for any reason fails to fulfill in a timely manner all obligations under this Agreement, the Department shall have the right to terminate this Agreement by giving at least five days written notice by registered mail to Subrecipient of such termination, including the effective date of termination. The Department shall not be deemed to assume any liability for the acts, omissions to act or negligence of Subrecipient, its agents, servants, and employees, nor shall Subrecipient disclaim its own negligence to the Department or any third party.

4(c) The Department may terminate this Agreement if Subrecipient commits any material breach of this Agreement, fails to timely deliver a material deliverable, employs an unauthorized alien in the performance of the work; discontinues the performance of the

work; fails to resume work that has been discontinued within a reasonable time after notice to do so; becomes insolvent or is declared bankrupt; makes an assignment for the benefit of creditors without the approval of Department; makes or has made an intentional material misrepresentation or omission in any materials provided to Department; fails to maintain the required insurance; fails to provide the Department access to all documents, papers, letters, or other material subject to statutory provisions relating to the examination and inspection of public records that are made or received by Department in conjunction with this Agreement. Should Subrecipient default under the Agreement which default is not cured within ten days of notice provided by the Department, Subrecipient shall be liable to the Department for any expenses that the Department may incur in securing a substitute Subrecipient to assume completion of the services.

5. Term and Renewal. This Agreement shall begin upon execution and end on **January 31, 2008**. In the event the grant is extended by Agreement between the Department and the Division of Emergency Management, this Agreement may be extended for the same period upon the written approval of both contract managers. Any extension is subject to the same terms and conditions as the original Agreement and shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

6. Agreement Modification. This Agreement may be amended only by a written agreement between both parties subject to the provisions of Chapter 287, Florida Statutes, or as set forth in paragraphs 3(a) and (5) above.

7. Federally-Funded Subgrant Agreement. The funds for this Agreement are provided through a Subgrant Agreement between the Department and the Division of Emergency Management; Contract Number: 07DS-5N-13-00-217. The Subgrant Agreement can be accessed through the Department's website at http://www.fldfs.com/sfm/sfm_domestic_security.htm. Subrecipient agrees to be bound by all of the provisions of the Subgrant Agreement referenced in this paragraph.

8. Reports

8(a) At a minimum, Subrecipient shall provide the Department with quarterly reports, and with a close-out report. These reports shall include the current status and progress by Subrecipient in completing the work described in the "Services and Deliverables" and the expenditure of funds under this Agreement, in addition to such other information as requested by the Department.

8(b) Quarterly reports are due to be received by the Department no later than twenty (20) days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 21, June 20, September 20 and December 21.

8(c) The close-out report is due fifty (50) days after termination of this Agreement or upon completion of the activities contained in this Agreement, whichever first occurs.

8(d) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take other action. "Acceptable to the Department" means that the work product was completed in accordance with the "Service and Deliverables," Delivery Schedule," and "Payment" provisions of this Agreement.

8(e) Subrecipient shall provide such additional program updates, reports or information as may be required by the Department.

9. Monitoring The Department shall monitor the performance of Subrecipient under this Agreement to ensure that all of the conditions of this Agreement are met. Such review shall be made for each function or activity set forth in the “Service and Deliverables,” “Delivery Schedule,” and “Payment” provisions of this Agreement, and reported in the quarterly report. Monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Department. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Department will monitor the performance and financial management by Subrecipient throughout the contract term to ensure timely completion of all tasks.

10. Subagreements. All services agreed upon are to be performed solely by Subrecipient and may not be subcontracted or assigned without the prior written consent of the Department. If permission is granted, the subcontract must include (i) a provision binding the subcontractor to the terms of this Agreement, (ii) a provision binding the subcontractor to all applicable state and federal laws and regulations, and (iii) a provision whereby the subcontractor agrees to hold the Division of Emergency Management and the Department 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. Each subcontractor’s progress in performing its work under this Agreement shall be documented in the quarterly report submitted by Subrecipient.

11. Liability

11(a) Unless Subrecipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, the Subrecipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold the Department and the Division of Emergency Management harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Department or the Division of Emergency Management, but is an independent contractor.

11(b) Any Subrecipient who is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the extent provided by Section 768.28, Florida Statutes, for its negligent acts or omissions or tortuous acts which result in claims or suits against the Department or Division of Emergency Management, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient 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.

12. Miscellaneous. This instrument and any referenced or attached addendum embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject. If there is any conflict between this Agreement and any referenced or attached addendum, the terms and conditions of this Agreement shall take precedence and govern any such dispute. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In all cases, venue shall be in Leon County, Florida. Subrecipient is an independent contractor, and is not an employee or agent of the Department. The respective obligations of the

parties which by their nature would continue beyond the termination or expiration of any attachment or this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and limitations of liability, shall survive termination or expiration. If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

13. Statutory Notices. The Department shall consider the employment by any contractor or subrecipient of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a bid on a contract or subrecipient agreement to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287, Florida Statutes. Nothing herein shall be construed as waiving the sovereign immunity of the State of Florida. The Department shall not be deemed to assume any liability for the acts, omissions to act or negligence of the Subrecipient, its agents, servants, and employees, nor shall Subrecipient disclaim its own negligence to the Department or any third party.

14. Compliance with Federal, State and Local Laws. Subrecipient and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, worker's compensation, licenses and registration requirements.

15. Electronic Accessibility. When the agency is to develop, procure, maintain, or use electronic and information technology, they shall ensure that the electronic and information technology allows employees and members of the public with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by employees who are not individuals with disabilities. See 36 CFR Part 1194 based on Section 508 of the Rehabilitation Act Amendments, 29 USC Sec. 794. (see <http://www.section508.gov/>).

16. Contract Administration.

16 (a) The Department contract manager is John Deiorio, II located at 11655 Northwest Gainesville Road, Ocala, Florida 34482-1486.

16 (b) Subrecipient's contract manager is Leeanna Raw located at Seminole County EMS/Fire/Rescue Division, 150 Bush Blvd., Sanford, Florida 32773, telephone 407-665-5002, Fax 407-665-5010, email lraw@seminolecountyfl.gov

16 (c) All written and verbal approvals referenced in this Agreement must be obtained from the parties' contract administrators or designees. Notices required to be in writing must be delivered or sent to the intended Subrecipient by hand delivery, certified mail or receipted courier and shall be deemed received on the date received or the date of the certification or receipt.

17. Compliance with CFO Memorandum No. 4: Subrecipient shall assure compliance itself and by its subcontractors, if any, with CFO Memorandum No. 4 (2005-06), effective June 30, 2006, which can be found at <http://www.fldfs.com/aadir/cm050604.pdf>; including but not limited to the following provisions:

17(a) State financial assistance under this Agreement shall be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the

Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide/> .

17(b) Those subject to this Agreement may charge only allowable costs resulting from obligations incurred during the term of the Agreement.

17(c) Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

17(d) Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the State and in compliance with applicable rules and regulations, including, but not limited to Sections 287.057 and 216.3475, F.S.

IN WITNESS WHEREOF, the Department of Financial Services and Seminole County Government, by their duly authorized representatives, have executed this Agreement.

BOARD OF COUNTY
COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL
SERVICES

BY: _____
Carlton D. Henley, Chairman

BY: _____
James R. Cassady, Chief of Staff

As authorized for execution by the
Board of County Commissioners

Date: _____

at their _____, 2007
regular meeting.

ATTEST:

MARY ANN MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

For the use and reliance
of Seminole County only.

Approved as to form and
Legal sufficiency.

County Attorney