

**#11746 FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
ALACHUA COUNTY AND AKIMEKA LLC.**

This First Amendment is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 between Alachua County, charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Akimeka, LLC, a subsidiary of VSE Corporation doing business at 901 N. Lake Destiny Drive, Suite 151, Maitland, FL 32751, hereinafter referred to as "Professional" Collectively hereinafter the County and the Professional are referred to as "Parties"

**WITNESSETH:**

**WHEREAS**, pursuant to Request for Proposal (RFP) #20-948 the Parties entered into the *Agreement for Professional Services between Alachua County and Akimeka, LLC*, dated August 25, 2020 (the "Agreement") for the provision of the Professional to provide GIS services; and

**WHEREAS**, the Counties intent was to utilize funds received through a State of Florida, Department of Management Services (the "Department") Next Generation 911 (NG-911) Grant Agreement (the "Grant Agreement"); and

**WHEREAS**, the Grant Agreement requires contracts executed utilizing grant funds contain specific language; and

**WHEREAS**, the required language was not incorporated in the Agreement; and

**WHEREAS**, the County desires to amend the Agreement to incorporate the required language

**NOW, THEREFORE**, , in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree to amend the Agreement as follows::

- A.** Section # 14 of the Agreement (**Laws & Regulations**) is hereby amended in its entirety to read as follows:

14.1 The Professional will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Professional is presumed to be familiar with all state and local laws, ordinances, code rules and regulations

that may in any way affect the work outlined in this Agreement. If the Professional is not familiar with state and local laws, ordinances, code rules and regulations, the Professional remains liable for any violation and all subsequent damages or fines.

14.2 The Professional shall be bound by the terms of the Grant -Agreement, Exhibit "5" attached to this Amendment which are required to be flowed down to Akimeka, LLC.

14.3 The Professional shall be bound by all applicable state and federal laws and regulations

14.4 The Professional shall hold the Department and County harmless against all claims of whatever nature arising out of the performance of work under this Agreement to the extent allowed and required by law.

**B.** This First Amendment shall take effect upon execution by the Parties.

**C.** **SAVE and EXCEPT** as expressly amended herein, all other terms and provisions of the Agreement, shall be and remain in full force and effect.

**REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

**ATTEST**

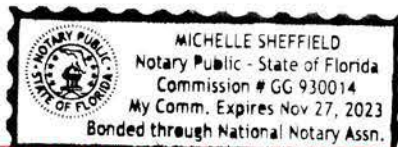
\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

**APPROVED AS TO FORM**

DocuSigned by:  
*Robert C Swain*  
274E045D4F99416...  
Alachua County Attorney's Office

**WITNESS**

By: Michelle Sheffield  
Print: Michelle Sheffield  
Title: \_\_\_\_\_



**PROFESSIONAL**

By: Margaux Thénault-Taylor  
Print: Margaux Thénault-Taylor  
Title: Contracts Administrator  
Date: 11/10/2020

**IF THE PROFESSIONAL IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

Exhibit 5: Grant Agreement

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Spring 2020 State - Reimbursement Grant Program  
Page Two

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5. 6 and 7 of section 215.97 Florida Statute at the following web site address:

<http://www.leg.state.fl.us/STATS/Tools/index.cfm?app=/mcs/reimbursement/statute-search.asp?app=0&url=0224/0215/section/215.97>

*Additionally, since your grant award may include funds that are being used in accordance with rules and laws pertaining to the Federal NG-911 Grant Program as either federal or state matching funds, the attached grant agreement incorporates these additional terms and conditions and is hereby incorporated into this grant agreement. You must return a signed copy prior to the authorization to transfer funds from the Florida Department of Management Services to your County.*

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

DocuSigned by:  
  
F42DFD6A5F5C045D

Matthew Matney, Chief  
Bureau of Public Safety - E911

MM/KR

cc: Alachua County 911 Coordinator

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**Next Generation 911 (NG-911) Additional Terms and Conditions for State and Rural Grant Funded by Federal Grant Funding or Deemed State Match Funding**

The State of Florida (hereinafter "State"), Department of Management Services (hereinafter "Department" or "DMS"), acting as a pass-through entity, has made this subaward, as defined in 2 CFR §200.92, of Federal Award No. 69N37619300000911FLO. All subrecipients, as defined by 2 CFR §200.93, and all recipients of state funding provided in accordance with federal grant matching requirements (hereinafter both referred to, without distinction, as "Grantee") must comply with the terms and conditions specified herein, in accordance with 2 CFR §200.331. The terms of this addendum supplement the terms and conditions contained in W Form 1A, Application for the E911 State and Rural County Grant Program (hereinafter the "Application"), and the Grantee's award letter.

<b>Subaward Agreement</b>	
<b>Federal Award Identification</b>	
<b>Federal Awarding Agency:</b> Joint grant with U.S. Department of Transportation National Highway Traffic Safety Administration (NHTSA), and the U.S. Department of Commerce, National Telecommunications and Information Administration (NTIA)	
<b>Federal Award Date:</b> August 9, 2019	
<b>State Agency/Pass-Through Entity:</b> The Florida Department of Management Services	<b>Subrecipient Name:</b> <i>(name must match name associated with FEIN)</i> Alachua County Board of County Commissioners
<b>Federal Award No. (FAIN):</b> 69N37619300000911FLO	<b>Subaward Period of Performance:</b> Begins upon award (made at the E911 Board approval on June 22, 2020), and continues until March 31, 2022
<b>Federal Award Period of Performance:</b> Start: August 9, 2019    End: March 31, 2022	<b>Amount of Federal Funds Obligated by this Subaward:</b> As specified on the Grantee's award letter
<b>Amount of Federal Funds Obligated to Grantee by DMS for any purpose, including under this agreement:</b> \$ 630,880.00	<b>Total Amount of this Federal Award Committed to Grantee by DMS:</b> \$ 630,880.00
<b>Federal Award Project Description:</b> The Next Generation 911 (NG-911) Advancement Act provides new funding for grants to be used for 1) the implementation and operation of 911 services, Enhanced 911 (E911) services, migration to an IP-enabled emergency network, and adoption and operation of NG911 services and applications; 2) the implementation of IP-enabled emergency services and applications enabled by NG-911 services, including the establishment of IP backbone networks and the application layer software infrastructure needed to interconnect the multitude of emergency response organizations; and 3) training public safety personnel, including call-takers, first responders, and other individuals and organizations who are part of the emergency response chain in 911 services.	

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<b>Catalog of Federal Domestic Assistance No.: 20.615</b>	<b>Catalog of Federal Domestic Assistance Title: 911 Grant Program</b>
Grantee receives federal awards directly from a Federal Awarding Agency: <input type="checkbox"/> YES <input type="checkbox"/> No	
Grantee has disclosed if it has similar subaward or prior experience to DMS: <input type="checkbox"/> YES <input type="checkbox"/> No	

**1. GENERAL TERMS AND CONDITIONS**

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee's award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
  - 1.1.1. this document;
  - 1.1.2. Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
  - 1.1.3. the Grantee's award letter; and
  - 1.1.4. the Grantee's submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement is coterminous with the subaward period of performance identified in the table above.
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, and regulations, including, but not limited to, the federal 911 Grant Program Notice of Funding Opportunity (NOFO), 2 CFR Part 200, and those identified in the "Applicable Statutes and Regulations" table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.
  - 1.4.1. The Grantee agrees to conduct all procurements in accordance with 2 CFR §200.318 – 200.326.
  - 1.4.2. The Grantee agrees that this Agreement is subject to the Federal Funding Accountability and Transparency Act (FFATA), which may require the Grantee to report to the FFATA Subaward Reporting System (FSRS).
  - 1.4.3. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:  
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application and costs consistent with the cost principles identified in 2 CFR Part 200, including Subpart E of such regulations. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the period of performance specified in the table above. In addition to the "Specifically Excluded E911 Expenses," identified on the Application, ineligible costs that are not reimbursable under this Agreement include,

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but are not limited to, costs to operate legacy E911 or 911 systems, costs to operate the NG911 system after it is fully operational, activities related to construction, and independent verification and validation testing for product service, and system purchases.

- 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.6.3. The Grantee agrees that this Agreement is not for indirect cost rate or research and development.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

## 2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

## 3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the funding sources set forth in the Federal Award Identification and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

## 4. MODIFICATION

The terms of the Application are hereby modified as follows:

- 4.1. The following is hereby added to Section 9.3:

The E911 Board will not approve any change requests that do not comply with the federal grant.

- 4.2. The following is hereby added to Section 9.3.2:

Time extensions for awards funded with federal grant money, as identified on the Grantee's award letter, must not exceed the period of performance specified in the table above. If the time extension for an award that is State match, only the funds expended within the period of performance will be considered as state match.

- 4.3. The Scope of Work is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to Integrate GIS Data Support.		
Performance Standard	Documentation	Financial Consequences
Complete all work to Integrate GIS Data Support, in accordance with the Grantee's contract with its vendor, which is attached as Attachment 2 [note: this Agreement will be	<ul style="list-style-type: none"> <li>1) Reimbursement claim in accordance with Section 15, below.</li> <li>2) The Grantee shall submit copies of: <ul style="list-style-type: none"> <li>a Any contracts or purchase orders with vendors;</li> </ul> </li> </ul>	<p>If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:</p> <ul style="list-style-type: none"> <li>1. Temporarily withhold cash payments pending correction of the deficiency by Grantee;</li> </ul>

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amended to attach this contract once obtained by the Grantee].	b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables.	2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available.  DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$630,880.00		

## 5. CONTACTS

In accordance with section 215.971(2), F.S., and 2 CFR §200.331(a)(x),

5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

- 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
- 5.1.2. Review all documentation for which the Grantee requests payment; and
- 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

Leon Simmonds, State 911 Coordinator  
2555 Shumard Oak Blvd Suite 260  
Tallahassee, FL 32399

Alrene Hicks, Grant Manager  
4030 Esplanade Way  
Tallahassee, FL 32399



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- 5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee's Agreement Manager responsible for the administration of this Agreement is:

**The County 911 Coordinator, named in the Application.**

- 5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

## **6. AUDIT REQUIREMENTS**

- 6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

## **7. RECORDS**

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by

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the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.
- 7.4 The Grantee's performance under this Agreement shall be subject to the 2 CFR Part 200 and 2 CFR Part 225 (OMB CIRCULAR A-87).
- 7.5 The Grantee shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

## 8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

## 9. LIABILITY

- 9.1 The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 9.2 The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

## 10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department 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. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or

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- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

## 11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
  - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
  - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

## 12. TERMINATION

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department 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 Grantee with thirty (30) calendar days' prior written notice.

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- 12.4. **Mutual Termination.** 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.
- 12.5. **Grantee Responsibilities upon Termination.** Upon notice of termination, the Grantee shall:
  - 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
  - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

### **13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS**

- 13.1 The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
- 13.2 With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.
- 13.3 The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement for which the State Legislature is in any part a funding source shall contain:
  - 13.3.1 language requiring the contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement; (ii) be bound by all applicable state and federal laws and regulations; and (iii) hold the Department and Grantee harmless against all claims of whatever nature arising out of the performance of work under this Agreement to the extent allowed and required by law;
  - 13.3.2 all applicable provisions from Appendix II to 2 CFR Part 200—Contract Provisions For Non-Federal Entity Contracts Under Federal Awards; and
  - 13.3.3 without modification, all paragraphs contained in Section 16, Instructions for Lower Tier Participants, of this Agreement.

### **14. MANDATED CONDITIONS**

- 14.1. 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.
- 14.2. 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.
- 14.3. In accordance with Executive Order 11-116, the Grantee is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement for the services specified in the Agreement. The Grantee must also include a requirement in contracts that the contractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term. If the Grantee is not enrolled in DHS E-Verify System, it will do so within five (5) days of notice of the Agreement execution. The link to E-Verify is <https://www.dhs.gov/e-verify/>.
- 14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

### **15. MISCELLANEOUS**

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- 15.1. Payment Process.** Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing.** The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail.** Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.
- 15.4. Intellectual Property.** Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.5. Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 15.6. Non-Discrimination.** The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.7. Electronic Funds Transfer Enrollment.** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/division/eft/enroll.htm>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.8. Survival.** Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices.** All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, 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 section 3 herein.

## 16.0 INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION



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The provisions in this section are required by Section f)7., Certifications Regarding Debarment and Suspension, of the Revised NOFO. For purposes of this section, the Department is the primary tier participant; the Grantee and all vendors with which the Grantee contracts to perform work pursuant to this Agreement are lower tier participants; and "proposal" means this Agreement. Furthermore, the Grantee must include the following provisions, without modification, in all contracts with vendors performing work pursuant to this Agreement (see subsection 6, below).

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180, 1200 and 1326.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Parts 180, 1200 and 1326. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as

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well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (h).


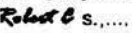
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:***

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

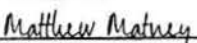
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

I hereby affirm my authority and responsibility for the use of funds requested.	
Grantee	
	Date: <u>9/3/2020</u>
Signature - Chair, Board of County Commissioners or County Manager	
Robert Hutchinson	
Printed Name	
Approved as to form  27121516-1010119 Alachua County Attorney	

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DocuSigned by: 	Date: 9/15/2020   12:56 PM EDT
Department of Management Services	
Matthew Matney	
Printed Name	

**APPLICABLE STATUTES AND REGULATIONS**

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

**General Requirements**

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
Chapter 112, F.S. - Public Officers and Employees: General Provisions
Chapter 119, F.S. - Public Records
§ 215.34, F.S. - State funds; noncollectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S. - Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
Chapter 443, F.S. - Reemployment Assistance
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
Rule Chapter 69I-5 - State Financial Assistance
Memoranda
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

**State E911 Plan and E911 Board Statutes and Rules**

Florida Statutes
Chapter 365, F.S. - Use of Telephones and Facsimile Machines

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Florida Administrative Code
Rule Chapter 60FF-6 - State E911 Plan
Rule Chapter 60FF1-5 - E911 Board

**Federal Rules**

**NOTE:** Compliance with the following is required for grantees awarded with federal funds or state match funds, as identified in the Grantee's award letter.

United States Code (U.S.C.)
8 U.S.C. Chapter 12 - Immigration and Nationality (Immigration and Nationality Act)
10 U.S.C. 2409 - Contractor employees: protection from reprisal for disclosure of certain information
41 U.S.C. 4304 - Specific costs not allowable under Federal Procurement Policy
41 U.S.C. 4310 - Civil, Criminal, and Administrative proceeding costs of contractors not allowable
41 U.S.C. 4712 - Enhancement of contractor protection from reprisal for disclosure of certain information
42 U.S.C. Chapter 126 - Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act)
United States Code of Federal Regulation (C.F.R.)
2 C.F.R. Part 25 - Universal Identifier and System for Award Management
2 C.F.R. Part 170 - Reporting Subaward and Executive Compensation Information
2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
2 C.F.R. Part 1201 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as adopted and amended by the United States Department of Transportation
2 C.F.R. Part 1327 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as adopted by the United States Department of Commerce
47 C.F.R. Part 400 - 911 Grant Program
Presidential Executive Orders
Exec. Order No. 13043 - Increasing Seat Belt Use in the United States
Exec. Order No. 13513 - Federal Leadership on Reducing Text Messaging While Driving
Other
Notice of Funding Opportunity (NOFO) No. NHTSA-NTIA-911-GRANT-PROGRAM-2018, 911 Grant Program NOFO (Aug. 9, 2018)
Revision to NOFO No. NHTSA-NTIA-911-GRANT-PROGRAM-2018, 911 Grant Program NOFO (Feb. 1, 2019)

State Grant Number: S15-20-06-01		State Grant Award Date: 06/22/2020	
Catalog of State Financial Assistance number:		Catalog of State Financial Assistance title:	
72.003		Prepaid Next Generation 911 (NG911) State Grant Program	

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**Attachment 1**  
**AUDIT REQUIREMENTS**  
**FOR AWARDS OF STATE AND FEDERAL**  
**FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Management Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**Part I: Federally Funded**

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

**Part II: State Funded**

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit



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and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

1. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
2. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

#### **Part III: Other Audit Requirements**

N/A

#### **Part IV: Report Submission**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

The Department at each of the following addresses.

Electronic copies (preferred):

E911BoardElectronicGrantReports@dms.myflorida.com

or

Paper (hard copy):

The Department of Management Services

E911 Board

2555 Shumard Oak Blvd.

Tallahassee FL, 32399

The Auditor General's Office at the following address:

Auditor General

Local Government Audits/342

DFS-A2-CL  
Rev. 11/18  
Rule 69I-5.006, F.A.C.

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Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

#### **Part V: Record Retention**

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

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**EXHIBIT 1**

**Federal Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

**1. Federal Program A:**

Federal/State Project:

Federal/State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.003 Prepaid Next Generation 911  
(NG911) State Grant Program

Amount: \$630,880.00

**Compliance Requirements Applicable to the Federal Resources  
Awarded Pursuant to this Agreement are as Follows:**

**1. Federal Program A:**

N/A

**2. Federal Program B:**

N/A

**State Resources Awarded to the Grantee  
Pursuant to this Agreement Consist of the Following:**

**Matching Resources for Federal Programs:**

**1. Federal Program A:**

N/A

**2. Federal Program B:**

N/A

**Subject to Section 215.97, F.S.:**

**1. State Project A:**

N/A

**2. State Project B:**

N/A

**Compliance Requirements Applicable to State Resources Awarded  
Pursuant to this Agreement Are as Follows:**

The compliance requirements are as stated in Grant Agreement #S15-20-06-01 between the Grantee and the Department, entered in State Fiscal Year 2019-2020.