Memorandum

MIAMI-DADE COUNTY

Date: May 8, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 3(O)(12)(A)

From: George M. Burgess
County Manager

Subject: Resolution Authorizing Execution of a Sub-grant Agreement with the State of Florida Department of Management Services to Retroactively Accept Radio Equipment as Part of the State and Local Domestic Preparedness Equipment Program

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Recommendation
It is recommended that the Board approve the attached resolution authorizing execution of a Sub-grant agreement between Miami-Dade County and the State of Florida's Department of Management Services. The agreement retroactively allows for the acceptance by Miami-Dade County of interoperability radio equipment made available pursuant to the State and Local Domestic Preparedness Equipment Program.

Scope
This agreement supports emergency response services countywide.

Fiscal Impact/Funding Source
The funding source is the State of Florida's Department of Management Services. The County is not required to provide any matching funds and there is no fiscal impact on County operations as a result of the agreement.

Track Record/Monitor
There are no known issues with the State of Florida's Department of Management Services. Felix Perez, ETSD's Radio Services Division Director, will monitor this agreement.

Background
The State of Florida participates in the State and Local Domestic Preparedness Equipment Program, a program designed by the federal government to provide assistance to state and local jurisdictions in improving disaster preparedness with respect to potential terrorist acts. Pursuant to this program, the State has already furnished to Miami-Dade County radio communication interoperability equipment, valued at approximately $93,000, which links with the Florida Interoperability Network (FIN). The system, composed of equipment and associated software application, is currently installed and operational in support of the 911 operations of both the Police and Fire departments.

As a participant in the State's interoperability strategy, Miami-Dade County currently uses this system to gain access to Mutual-Aid and Tactical channels via FIN. This network is one of the tools utilized by Miami-Dade County to enable first responders on disparate radio systems and frequencies to communicate with one another. The system provides secure interagency communication across jurisdictional and geographical boundaries. The State of Florida has indicated that the execution of this agreement is necessary for the State to be in compliance with federal requirements regarding the sub-granting of these funds and equipment.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: May 8, 2007

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 3(O)(12)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(O)(12)(A)
05-08-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF A SUBGRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF MANAGEMENT SERVICES AND MIAMI-DADE COUNTY TO RETROACTIVELY ACCEPT RADIO INTEROPERABILITY EQUIPMENT AS PART OF THE STATE AND LOCAL DOMESTIC PREPAREDNESS EQUIPMENT PROGRAM

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the execution of a Sub-grant agreement between the State of Florida Department of Management Services and Miami-Dade County, to retroactively accept radio interoperability equipment as part of the State and Local Domestic Preparedness Equipment Program; authorizing the County Mayor or his designee to execute such Sub-grant agreement and retroactively accept the equipment received thereunder.

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz
Carlos A. Gimenez
Joe A. Martinez
Dorrin D. Rolle
Katy Sorenson
Sen. Javier D. Souto
Audrey M. Edmonson
Sally A. Heyman
Dennis C. Moss
Natacha Seijas
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of May, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency._____

Hugo Benitez

Contract Number: MA5906-98
CFDA Number: 16.007

SUBGRANT AGREEMENT FOR

EQUIPMENT FOR FLORIDA STRATEGY

THIS AGREEMENT is entered into by and between the State of Florida, Department of Management Services, with headquarters in Tallahassee, Florida (hereinafter referred to as the "DMS"), and Miami-Dade County (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

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

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

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

D. WHEREAS, the Department of Community Affairs has received these grant funds from the federal government and has the authority under the Emergency Management Act, as amended, to sub-grant these funds and/or equipment and services purchased with these funds and to otherwise provide assistance to improve the disaster response capabilities of local governments; and

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

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F. WHEREAS, the DMS has authority pursuant to Florida law to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK.

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

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

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

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall continue conterminously with the DMS Interoperability Contracts # 04-DS-IN-13-00-16-290, #05-DS-2N-13-00-16-438, and #06-DS-3W-13-00-16-208, unless terminated earlier in accordance with the provisions of Paragraph (7) of this Agreement.

(4) MODIFICATION OF CONTRACT

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

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034)," and OMB Circular No. A-87, "Cost Principles for State and Local Governments".

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the DMS or its designee, Comptroller, or Auditor General

access to such records upon request. The Recipient shall ensure that audit working papers are made available to the DMS or its designee, Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the DMS, with the following exceptions:

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

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

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

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

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

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

(6) LIABILITY.

(a) Recipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, and 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 DMS, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any contract related to this Agreement.

(7) FUNDING CONTINGENCY: DEFAULT; REMEDIES; TERMINATION.

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

1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the DMS shall at any time be false or misleading in any respect, or if the Recipient shall materially fail to keep, observe or perform any of the terms or covenants contained in this

Agreement, and has not cured such in timely fashion, or is unable or unwilling to meet its obligations there under;

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

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

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

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

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

(1) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination due to an Event of

Default. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in Paragraph (8) herein;

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

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

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

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

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

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

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

DMS by the Recipient.

(8) NOTICE AND CONTACT.

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

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

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

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

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

Felix Perez
Miami Dade County Enterprise Technology Services Department
6100 SW 87th Avenue
Miami, Florida 33173
Office: (305) 596-8098
Email: mailto:fap@miamidade.gov

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, address,

telephone, fax and e-mail of the new Representative will be rendered as provided in (8)(a) above.

(9) OTHER PROVISIONS.

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

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

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

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

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

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

(10) AUDIT REQUIREMENTS.

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

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

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

federal resources awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the DMS 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 DMS. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

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

If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised,

by or on behalf of the Recipient directly to each of the following:

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

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

and

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

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

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

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

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

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

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

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

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

(11) TERMS AND CONDITIONS.

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

(12) ATTACHMENTS.

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

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

(c) This Agreement has the following attachments:

Exhibit 1: Funding Sources

Attachment A: Program Statutes, Rules and Regulations

Attachment B: Scope of Work

Attachment C: System Overview

(13) FUNDING/CONSIDERATION

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

(14) STANDARD CONDITIONS.

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

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

(b) s.287.057(14)(a). F.S. Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price

of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to paragraphs (5)(a) and (c) may not be renewed.

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

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

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

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

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

(15) EQUIPMENT AND PROPERTY MANAGEMENT.

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

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

(16) LEGAL AUTHORIZATION.

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

(17) RECEIVING AND INSPECTION CONTACT.

The name of the person responsible to sign for and inspect all goods and equipment provided under this agreement is Ray J. Vaughan, Sr. (Miami-Dade Fire Rescue Headquarters and Miami-Dade Fire Rescue) and Major Tom Gross, Miami-Dade Police Department. All goods and equipment should be delivered to his/her attention at the respective agency address shown in Paragraph (8) (c) of this agreement.

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

Recipient:	STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES
By: _____	By: _____
Name: George M. Burgess	Name: John C. Ford
Title: County Manager	Title: Director Telecommunications & Wireless Services
Date: _____	Date: _____

FEID#: 59-6000573

Approved by County Attorney as to
Form and Legal Sufficiency

EXHIBIT – 1

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

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

Federal Program: United States Department of Justice, Office of Justice Programs
CFDA: 16.007
Equipment Value: $44,250-$53,000, at each participating site, depending on finalconfiguration of equipment

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

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

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

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

1. Radio interoperability gateway system.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

N/A

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

N/A

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

Attachment A

Program Statutes and Regulations

Chapter 252, Florida Statutes

28 CFR (Code of Federal Regulations)

Attachment B

Scope of Work

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

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

1. Upon notification by the Division of Emergency Management, the Recipient will in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Terrorism Strategy" respond to any and all incidents within its regional response area with all available and eligible equipment and resources which it needs and is reasonably required for the response, for so long as this agreement remains in effect.

2. Acknowledge the receipt of one (1) radio interoperability gateway system and provide adequate space and facilities for the equipment.

3. The radio interoperability gateway system is to be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards.

4. During the term of this agreement, the Recipient shall participate in not less than one (1) regional training event per year, and in not less than one (1) regional exercise or terrorist event simulation per year as scheduled by the Regional Domestic Security Task Forces.

5. The Recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the DMS.

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

7. Operation of the radio interoperability gateway system requires one (1) individual. The Recipient shall be responsible for assuring the availability of at least one (1) individual for this purpose and associated training.

8. The Recipient shall ensure that the radio interoperability gateway system will be used in accordance with policies and procedures developed by the Regional Domestic Security Task Forces.

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

Attachment C

System Overview

Each Recipient will have the following equipment installed:

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

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

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