

AGREEMENT NO.: DMS-P1-24-07-10
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
MARION COUNTY
AMENDMENT NO.: 01

This amendment to the State-Funded Agreement (Agreement) for the Marion County implementation of Next Generation Core Services (NGCS), Agreement No.: DMS-P1-24-07-10, is by and between the Florida Department of Management Services (Department) and Marion County, collectively referred to herein as the "Parties."

WHEREAS, the Parties agree the Agreement may be amended via a formal amendment pursuant to Section (6), Modification, of this Agreement; and

WHEREAS, the Parties wish to amend this Agreement to include additional statutory requirements for this Agreement which affect the responsibilities of the Recipient and the Department, including the period of the Agreement, the Department's Point of Contact, and the electronic and physical delivery addresses for document submission.

Accordingly, the Parties agree the Agreement is amended as follows:

1. **The following section references** are amended as follows:
 - **Section (3) C.** is amended to Section (3) D.
 - **Section (9) E.** is amended to Section (9) D.
 - **Section (9) F.** is amended to Section (9) E.
 - **Section (9) G.** is amended to Section (9) F.
 - **Section (9) H.** is amended to Section (9) G.
 - **Section (11) D.** is amended to Section (11) E.
 - **Section (11) E.** is amended to Section (11) F.
 - **Section (11) F.** is amended to Section (11) G.
 - **Section (11) G.** is amended to Section (11) H.
 - **Section (24)** is amended to Section (25).
 - **Section (25)** is amended to Section (26).
 - **Section (26)** is amended to Section (27).
 - **Section (27)** is amended to Section (28).
 - **Section (28)** is amended to Section (29).
 - **Exhibit 1, Part IV**, the second instance of Section 1 is amended to Section 2
 - **Exhibit 1, Part IV**, Section 2 is amended to Section 3.
 - **Exhibit 1, Part IV**, Section 3 is amended to Section 4.
 - **Exhibit 1, Part IV**, Section 4 is amended to Section 5.
 - **Exhibit 1, Exhibit A** is amended to Exhibit 1-A.
 - **Attachment A**, Section 7 is amended to Section 6.
 - **Attachment A**, Section 8 is amended to Section 7.
 - **Attachment A**, Section 9 is amended to Section 8.
 - **Attachment A**, Section 10 is amended to Section 9.

- **Attachment A**, Section 11 is amended to Section 10.
2. **All references throughout the Agreement** to “Project Manager” are amended to “Grant Manager.”
 3. **Section (1)**, Authority, Subsection A. reference to “Chapter 2024-25” is amended to “Chapter 2024-231.”
 4. **Section (3)**, Contact, Subsection B, Sub-subsection I. is struck in its entirety and replaced with the following:
 - i. The name and address of the Department's Grant Manager responsible for the administration of this Agreement is:

Sarah Mashburn
Grant Manager
4030 Esplanade Way
Tallahassee, Florida 32399
(850) 414-2723
Sarah.Mashburn@dms.fl.gov
 5. **Section (3)**, Contact, Subsection C is incorporated as follows:
 - C. The Recipient's Agreement Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Recipient's liaison with the Department. As part of the duties, the Agreement Manager for the Recipient shall provide the Department with all reports in accordance with Section 15, Reports, of this Agreement, as well as any other required reports or documents under this Agreement.
 6. **Section (9)**, Funding, Subsection C. reference to “Chapter 2024-25” is amended to “Chapter 2024-231.”
 7. **Section (9)**, Funding, Subsection D. is struck in its entirety.
 8. **Section (10)**, Request for Reimbursement, Subsection A. reference to “tasks” is amended to “deliverables.”
 9. **Section (10)**, Request for Reimbursement, Subsection B. is struck in its entirety and replaced with the following:
 - B. Recipient will submit a request for reimbursement (see attachment D., Request for Reimbursement of Funds) by email to the Grant Manager, not to exceed once per month.
 10. **Section (10)**, Request for Reimbursement, Subsection C. is struck in its entirety and replaced with the following:
 - 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 and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, copies of purchase orders and paid vouchers, invoices, copies of check processing, and journal transfers.

Reimbursement claims shall include only expenditures claimed against the awarded funding amount. Requests for reimbursement for Recipient Deliverable 2 of Attachment A must also contain copies of Recipient's documented inspection of activities or project milestones performed under Recipient Deliverable 3 to verify the components meet or exceed Recipient's Contract for the NGCS Implementation project procured under Recipient Deliverable 1.

11. **Section (11)**, Rural Community or Rural Area of Opportunity Request for Payment, Subsection C. is struck in its entirety and replaced with the following:

C. The Rural Recipient is responsible for ensuring all documentation related to Rural Recipient's Project is readily available to the Department upon request and is in conformance with the DFS requirements. Rural Recipient will submit requests for rural payment, including Attachment I, Request for Payment to Rural Community Communities or Rural Areas of Opportunity, on a monthly basis to the Department's Grant Manager. All bills for fees or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications, along with any copies of Recipient's documented inspection of activities performed under Recipient Deliverable 3 to verify the components meet or exceed Recipient's NGCS Implementation contract procured under Recipient Deliverable 1.

12. **Section (11)**, Rural Community or Rural Area of Opportunity Request for Payment, Subsection D. is created and incorporated as follows:

D. The Department shall not process requests for rural payments made by Recipient that are deemed as improper payments as set forth in Section 9, Funding, of this Agreement.

13. **Section (11)**, Rural Community or Rural Area of Opportunity Request for Payment, Subsection E. the term "reimbursement" is amended to "rural payment."

14. **Section (11)**, Rural Community or Rural Area of Opportunity Request for Payment, Subsection F. the term "project agreement" is amended to "contract."

15. **Section (11)**, Rural Community or Rural Area of Opportunity Request for Payment, Subsection G. the term "project" is amended to "contract."

16. **Section (15)**, Reports, the requirement to provide "the positive return on investment for this project" is removed from Subsection A.

17. **Section (15)**, Reports, Subsection G. is struck in its entirety.

18. **Section (16)**, Monitoring, Subsection A. is struck in its entirety and replaced with the following:

A. The Recipient shall monitor its performance under this Agreement, as well as that of its Contractor(s), subcontractor(s), and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the schedule of deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. In addition, the Recipient shall perform a review of each function or activity in Attachment A of this Agreement and of the activities reported in the quarterly reports.

19. **Section (21)**, Resulting Third Party Contract and Subcontracts, all references to “NGCS Implementation project” are amended to “NGCS Implementation contract.”

20. **Section (24)**, 911 Provisions, is incorporated as follows:

A. Pursuant to s. 365.177, F.S., the Department developed a plan to upgrade all 911 PSAPs within the state to allow the transfer of an emergency call from one local, multijurisdictional, or regional 911 system to another local, multijurisdictional, or regional 911 system in the state. Such transfer should include voice, text message, image, video, caller identification information, location information, and additional standards-based 911 call information. The plan prioritized the upgrade of PSAPs based on the population served by each PSAP, the capability of a jurisdiction or region to modernize PSAP(s) beyond legacy 911 infrastructure, and the ability of a jurisdiction or region to address interoperability between PSAPs. The plan identified and addressed the projected costs of implementing these transfer capabilities.

B. The Legislature has appropriated \$12,000,000 to the Department for the implementation of the services outlined in the plan.

21. **Section (25)**, Mandated Conditions, Subsection A. is struck in its entirety and replaced with the following:

A. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Department request, or in any submission or response to fulfill the requirements of this Agreement. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with a thirty (30) day written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

22. **Section (25)**, Mandated Conditions, Subsection D. is struck in its entirety and replaced with the following:

D. The Recipient shall send to the Department (by email) the completed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for each intended contractor or subcontractor that which Recipient plans to fund under this Agreement. The Attachment G form must be received by the Department before the Recipient enters into a contract with any contractor or subcontractor. Where a contract or purchase order has been executed prior to this Agreement’s effective date, the Recipient shall provide the Department with documentation demonstrating it obtained the necessary certifications contemplated in Attachment G from its contractors and subcontractors. Pursuant to sections 287.135(5) and 287.135(3), F.S., Recipient agrees the Department may immediately terminate the Agreement for cause if the subcontractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

23. **Section (25)**, Mandated Conditions, Subsection E. is struck in its entirety and replaced with the following:

E. The Recipient and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its subcontractors in accordance with paragraph (25)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.

This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1., and the Department's obligation to terminate the Contract if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Recipient will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

24. **Exhibit 1 Part IV**, Report Submission, the e-mail address in Section 3, Subsection a. is amended to:

911Projects@dms.fl.gov

25. **Exhibit 1 Part IV**, Report Submission, the mailing address in Section 3, Subsection a. is amended to:

Bureau of Public Safety
Department of Management Services
4030 Esplanade Way
Suite 135
Tallahassee, Florida 32399

26. **Attachment B**, Program Statutes and Regulations, "CFO MEMORANDUM NO.03 (2014-2015)" is amended to "CFO MEMORANDUM NO. 20," "CFO MEMORANDUM NO. 02 (2012-13)" is amended to "CFO MEMORANDUM NO. 01," and reference "Section 365.177, Florida Statutes (Transfer of 911 calls between systems)" is incorporated.

27. **Attachment E**, Quarterly Report, the "Return on Investment" field is struck in its entirety and replaced with "Notes:".

28. **Attachment G**, Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion, is struck in its entirety and replaced with Attachment G (Revised), attached hereto and incorporated by reference.

29. **Attachment H**, Final Administrative Closeout Report, instructions are amended to read, "(Due within sixty (60) days of completion of the activities contained in the Agreement or sixty (60) days after termination of the Agreement.)"

30. **Attachment H**, Final Administrative Closeout Report, the "Return on Investment" field is struck in its entirety and replaced with "Notes:".

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31. **Attachment A**, Scope of Work and Budget, is amended as following:

a. **Section 1**, Background, is struck in its entirety and replaced with the following:

“The State of Florida has appropriated the Department of Management Services (the Department) a \$12 million non-recurring funding allocation to modernize emergency call centers across the state. These funds come from the Emergency Communications Trust Fund (Laws of Florida, Chapter 2024-231) and will be used exclusively for the upgrade of Public Safety Answering Points (PSAPs) during the 2024-2025 fiscal year.

The funds will allow for PSAP upgrades to facilitate the transfer of an emergency call from one 911 system to another in the state in accordance with section 365.177, F.S.”

b. **Section 2**, Term, is struck in its entirety and replaced with the following:

“Funding will be available upon execution by both parties or October 23, 2024, whichever is later and will expire on June 30, 2025. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the period of this Agreement.”

c. **Section 3**, Purpose, is struck in its entirety and replaced with the following:

“The Department wishes to disburse the appropriated funds to Marion County for the purpose of implementing equipment and services for PSAP upgrades, in accordance with the Laws of Florida, Chapter 2024-231.”

d. **Section 4**, General Description of The Scope of Work, is amended to add the following:

“All PSAP improvements within this scope of work must be consistent with the National Emergency Number Association’s (NENA) NENA i3 Standard for NG911.”

e. **Section 5**, Recipient Responsibilities, is struck in its entirety and replaced with Section 5, Deliverables, and incorporates the following deliverable specifications:

5.1 RECIPIENT DELIVERABLES: Recipient will perform the following deliverables in the time and manner specified:

5.1.1 Deliverable 1. Procurement: If not already executed, the Recipient shall execute a contract or purchase order with a vendor responsible for producing equipment and services to upgrade the PSAP(s) for Marion County, no later than December 16, 2024, unless given written permission by the Department in advance.

5.1.1.1 Provide the Department with an unredacted copy of the final procurement documents and any related addendums. Procurement of commodities and services shall be done in compliance with all local and State of Florida procurement rules and laws and shall clearly set forth all vendor requirements. Commodities and services not procured in accordance with this requirement shall not be eligible for reimbursement.

5.1.1.2 Provide the Department with an unredacted copy of contract(s) or purchase order(s) with the Recipient's vendor(s) for the purpose of upgrading the Marion County PSAP(s). The Recipient is responsible for ensuring that its contract, purchase order, or subcontract with the awarded vendor for work under this Agreement complies with the terms in Section 20, Termination, of the Agreement. The Recipient is also responsible for ensuring the contract or purchase order require the awarded contractor and/or subcontractor comply with the terms of this Agreement and all applicable local and State of Florida laws and regulations governing procurement and receipt of state financial assistance, including, but not limited to, obtaining all legally required affidavits and certifications from its vendors. The Recipient shall ensure awarded vendor(s) systems are interoperable with bordering counties, regions, and adjacent state lines, and, if applicable, consistent with the NENA i3 Standard for NG911. The Recipient shall execute an amendment to any contracts and/or purchase orders where necessary to comply with this provision.

5.1.1.3 Submit to the Department's Grant Manager a signed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for any contractor or subcontractor performing work and receiving funding under this Agreement. The form must be received by the Department prior to executing a contract or purchase order or subcontract for work under this Agreement. Where a contract or purchase order has been executed prior to this Agreement's effective date, the Recipient shall provide the Department with documentation demonstrating it obtained the necessary certifications contemplated in Attachment G from its contractors and subcontractors.

5.1.2 Deliverable 2. Improvement: No later than January 1, 2025, unless given written permission by the Department in advance, the Recipient shall conduct, or cause to be conducted, PSAP upgrades procured in accordance with Recipient Deliverable 1. All purchases and installations shall be performed by the awarded vendor(s) in accordance with the contract terms for the Marion County NGCS Implementation project executed by the Recipient and its awarded vendor(s).

5.1.2.1 Document requests for reimbursement using appropriate reimbursement attachment form. Ensure all requests for reimbursement for Recipient Deliverable 2 contain detail sufficient for audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, receipt of deliverable or service, copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers.

5.1.3 Deliverable 3. Inspection: No later than August 22, 2025, the Recipient shall conduct or cause to be conducted an inspection of the Marion County NGCS Implementation performed to verify that the contract deliverables are met or exceeded in accordance with the contract. If the contract has not been fully completed by the end of this agreement, only those deliverables completed will be inspected.

5.1.3.1 Document the inspection and indicate whether the performance has met or exceeded the PSAP upgrade project component(s) contract deliverables, including any executed acceptance letters demonstrating completion of deliverables, and submit to the Department no later than August 29, 2025.

5.1.4 Deliverable 4. Reporting: The Recipient shall report quarterly on the status of the Marion County PSAP Upgrade project work procured in accordance with Recipient Deliverable 1. These reports shall include the current status and progress of the NGCS Implementation project contract deliverables, and the expenditure of funds under this Agreement. The quarterly reports and Final Administrative Closeout Report will be submitted in accordance with Section 15 of the Agreement.

5.1.4.1 Timely submit Attachment E, Quarterly Report within 30 days of the end of each quarter, and Attachment H, Administrative Close-Out Report, to the Department's Grant Manager. Attachment H is due no later than sixty (60) days after the termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

f. **Section 6, Deliverables,** is struck in its entirety.

g. **Section 6, Performance Measures, Subsection 6.1,** is struck in its entirety and replaced with the following:

6.1 Procurement. Execute a contract or purchase order with a Contractor responsible for procuring commodities and services to provide Marion County with the NGCS Implementation project as specified. Execute any necessary amendments to a contract or purchase order to ensure compliance with the terms of this Agreement.

h. **Section 6, Performance Measures, Subsection 6.2, Improvement,** is struck in its entirety and replaced with the following:

6.2 Improvement. Conduct, or cause to be conducted, purchase and installation of i3-compliant equipment and services for PSAP upgrades.

i. **Section 8, Department Tasks, Subsection 8.2,** is struck in its entirety and replaced with the following:

8.2 The Department will not be responsible or liable for Recipient obtaining i3-compliant equipment or services, or performance of any terms in Recipient's Contract with a vendor.

32. This amendment is effective on the last date it is signed by both Parties.

33. This amendment and all its attachments are hereby made a part of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement and this amendment, this amendment shall control.

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

MARION COUNTY

By: _____

Print Name: KATHY BRYANT

Print Title: CHAIRMAN
Marion County

Date: _____

**STATE OF FLORIDA, DEPARTMENT OF
MANAGEMENT SERVICES**

By: _____

Tom Berger
Deputy Secretary, Business Operations

Date: _____

ATTACHMENT G (Revised)

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

Contractor Covered Transactions

- (1) The prospective Contractor or subcontractor of Marion County certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by the State of Florida.
- (2) In accordance with the requirements of section 287.135(5), F.S., the vendor certifies that it is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at <https://www.sbafla.com/governance/global-governance-mandates/>. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.
- (3) If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor certifies it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at <https://www.sbafla.com/reporting/>
- (4) The Vendor certifies it has completed and provided an affidavit signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in section 787.06, F.S.

CONTRACTOR:

Company Name

Name and Title

Street Address

City, State, Zip

Signature

Date

Marion County

Recipient's Name

DMS-P1-24-07-10

Department's Contract Number

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