

ADDENDUM

This Addendum is made and entered into this ____ day of _____, 2021, by and between LEVY COUNTY, a political subdivision of the State of Florida, by and through its Levy County Board of County Commissioners (herein "County" or "Grantee"), and AKIMEKA, LLC (herein "Contractor"), and will amend the Levy County, FL: Professional Services for E9-1-1 and NG9-1-1 Geographic Information System (GIS) Support Statement of Work dated 9 October 2020, which Statement of Work is intended to be entered into between the parties for goods and/or services for County's E911 system funded in part by the State of Florida Department of Management Services ("DMS" or "Department") E911 Rural County Grant Program(s) and the U.S. Department of Transportation National Highway Traffic Safety Administration ("NHTSA") and the U.S. Department of Commerce, National Telecommunications and Information Administration ("NTIA").

WHEREAS, the parties desire for County to purchase the goods and/or services from Contractor as set forth on the Levy County, FL: Professional Services for E9-1-1 and NG9-1-1 Geographic Information System (GIS) Support Statement of Work dated 9 October 2020 (herein the "Agreement"); and

WHEREAS, County submitted an application to DMS for funding from DMS's Rural County Grant Program(s) which application was approved by County and dated January 5, 2021, for Geographic Information System Maintenance goods/services for County's E911 system (herein "the Project"), which grant application has been approved by DMS; and

WHEREAS, NHTSA and NTIA provided grant funding to DMS to be used for certain E911 systems throughout the States, which funding was approved for the Project; and

WHEREAS, County entered into an agreement entitled Next Generation 911 (NG-911) Additional Terms and Conditions for Rural and State Grant Funded by Federal Grant Funding or Deemed State Match Funding S17-21-02-25 with DMA dated April 28, 2021, to accept the NHSTA, NTIA and DMS funding for the Project (herein "NG-911 Grant Agreement"); and

WHEREAS, County and Contractor desire to amend the Agreement to provide for additional provisions and requirements related to the NG-911 Grant Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

A. The Agreement is amended by adding the additional provisions contained in this Addendum. In the event of any conflict between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall prevail.

B. Contractor agrees to be bound by the terms of the NG-911 Grant Agreement as are applicable to the goods and/or services Contractor provides as part of the Project that are funded by the NG-911 Grant Agreement. Contractor agrees to be bound by all provisions of the NG-911 Grant Agreement necessary to ensure Contractor's compliance with all state and federal laws and regulations applicable to the goods and/or services Contractor provides for the Project.

C. 1. Contractor shall comply with all federal, state, and local statutes, laws, ordinances, resolutions, rules and regulations in the performance of its obligations under this Agreement.

2. In addition to compliance with any other laws as required by this Agreement, Contractor shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of Contractor in accordance with the terms of this Agreement. Specifically, but not by way of limitation, Contractor shall:

a) Keep and maintain public records by County to perform the service;

b) Upon request by County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to County; and

d) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to County all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers all public records to County upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

3. The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

4. For purposes of this Agreement, the term "custodian of public records" shall mean the County Coordinator of County or his/her designee.

5. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218
EMAIL: LEVYBOCC@LEVYCOUNTY.ORG
MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

D. During the performance of this Agreement, for the services to be performed for the Project and funded by the NG-911 Grant Agreement, Contractor, for itself, its subcontractors, and any assignees and successors in interest agrees as follows:

1. *Equal Employment Opportunity:* Contractor shall comply with the regulations relative to equal employment opportunity in federally-assisted construction contracts, as they may be amended from time to time, contained in Appendix II to 2 CFR Part 200, specifically as contained in 41 CFR 6-01.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, as any of the same may be amended, which are herein incorporated by reference and made a part of this Agreement.
2. *Nondiscrimination:* Contractor, with regard to any work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. In addition, Contractor shall comply with all applicable laws and regulations that prohibit discrimination based on race, color, national origin, sex, disability, age, creed, and/or prohibit unfair treatment of persons displace or whose property has been acquired because of federal or federal-aid programs and projects.
3. *Solicitations for Subcontractors, including Procurements of Materials and Equipment:* In all solicitations made by Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Agreement and any applicable regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
4. *Davis-Bacon Act:* Contractor shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended. The prevailing wage determination by the Department of Labor at the time of performance of the particular services by Contractor which may be subject to federal funding or federal reimbursement shall be accepted by Contractor prior to performance of those services.

5. ***Copeland "Anti-Kickback" Act:*** Contractor shall comply with the provisions of the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3), as the same may be amended. County shall report any suspected violations to the applicable federal funding agency.
6. ***Contract Work Hours and Safety Standards Act:*** In the event in the performance of any services by Contractor are anticipated to be in excess of \$100,000, and Contractor employs mechanics or laborers subject to the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended, Contractor shall comply with the provisions of 40 U.S.C. 3702 and 3704, as supplemented by such Department of Labor regulations.
7. ***Rights to Inventions Made Under a Contract or Agreement:*** (this section intentionally left blank).
8. ***Clean Air Act and Federal Water Pollution Control Act:*** Contractor shall comply with all provisions and all applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as the same may be amended, in the performance of any services pursuant hereto. Any violations of either Act hereunder shall be reported to the applicable federal awarding agency and the Regional Office of the Environmental Protection Agency.
9. ***Energy Policy Conservation Act:*** Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (41 U.S.C. 62101), as the same may be amended.
10. ***Solid Waste Disposal Act:*** Contractor shall comply with the provisions of section 6002 of the federal Solid Waste Disposal Act, as amended by the federal Resource Conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consisting with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquire by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
11. ***Incorporation of Provisions:*** Contractor shall include the provisions of this Section D in every subcontract, including procurements of materials and leases of equipment, unless exempt by any applicable federal regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the state or federal funding agency may direct as a mean of enforcing such provisions including sanctions for noncompliance. In the

event Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, Contractor may request the applicable state or federal funding agency to enter into such litigation to protect the interests of such state or federal funding agency.

12. *Sanctions for Noncompliance:* In the event of Contractor's noncompliance with the provisions of this Section D, County or any applicable state or federal funding agency may impose such contract sanctions as County or the applicable state or federal funding agency may determine to be appropriate, including, but not limited to: (i) withholding of payments to Contractor until Contractor complies, and/or (ii) cancellation, termination or suspension of this Agreement, in whole or in part; and/or (iii) any other further sanctions as may be permitted by the applicable federal regulations governing the applicable federal funding, or as are not prohibited by law.

E. Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the period of providing the goods and/or services for the Project.

F. INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

The provisions in this section are required by Section f)7., Certifications Regarding Debarment and Suspension, of the Revised NOFO of the NG-911 Grant Agreement. 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 for the Project, including Contractor, are lower tier participants; and "proposal" means this Addendum.

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 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 (<https://www.sam.gov>).
1. 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.
2. 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.

G. Contractor agrees to include the provisions of this Addendum in any subcontract or agreement with any subcontractor for goods and/or services it acquires in relation to the Project that are funded by the NG-911 Grant Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date set forth below each party's signature.

**BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA**

John Meeks, Chair

Date: _____

ATTEST: Danny J. Shipp, Clerk of
The Circuit Court and Ex Officio Clerk
To the Board of County Commissioners

Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Anne Bast Brown
Anne Bast Brown, County Attorney

AKIMEKA, LLC, Contractor

ATTEST:

Title: _____

Date: _____