

RESOLUTION NO. 95-69

RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AMENDING THE EMERGENCY MANAGEMENT BASE GRANT FUND BUDGET TO RECEIVE UNANTICIPATED BUDGET REVENUE FOR FISCAL YEAR 1995.

WHEREAS, St. Johns County, Florida when preparing the budget for Fiscal Year 1995 under estimated the amount of grant revenue funds for the Emergency Management Base Grant; and

WHEREAS, the State Government have made available grant revenue dollars for the County's Emergency Management Program; and

WHEREAS, the State of Florida has approved an additional \$1,802 in State aid for the Emergency Management Base Grant budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida that the Emergency Management Base Grant Fund budget be adjusted to account for this unanticipated grant revenue and that the Emergency Management Base Grant expense budget be amended to account for this expenditure during Fiscal Year 1995.

PASSED AND ADOPTED this 11th day of April, 1995.

BOARD OF COUNTY COMMISSIONERS  
ST. JOHNS COUNTY, FLORIDA

BY: *Barbara Wood*  
Its Chairman

ATTEST: CARL "BUD" MARKEL, CLERK

BY: *Juanne Carter*  
Deputy Clerk

MODIFICATION TO AGREEMENT

WHEREAS, St. Johns County (hereinafter "the County") and the Department of Community Affairs, Division of Emergency Management (hereinafter "the Department") have entered into a grant agreement for fiscal year 1994-1995 for the purpose of improving and enhancing emergency management activities; and

WHEREAS, Rule 9G-19.006, Florida Administrative Code, provides for the distribution of additional funds from the Emergency Management Preparedness and Assistance Trust Fund; and

WHEREAS, the Department has entered into an agreement with a vendor to provide satellite communications services and equipment to the County; and

WHEREAS, based upon these events, the parties desire to modify said agreement to provide additional funds and designate additional activities and responsibilities of the County;

NOW, THEREFORE, the above-referenced agreement is modified as follows:

A. Paragraph XVII. EQUIPMENT AND PROPERTY MANAGEMENT, is modified to add the following:

The County acknowledges the pending or completed installation of a Hughes Network Systems, Inc., Personal Earth Station® and related equipment (hereinafter "the Equipment").

The County acknowledges and agrees to comply with applicable terms and conditions of: (1) that State of Florida Lease/Purchase Agreement, dated October 1994, executed between Hughes Network Systems, Inc., and the Department, (a copy of which is available from the Department) regarding the procurement and use of the Equipment; and (2) that Services Agreement Between Hughes Network Systems, Inc., and the State of Florida, dated January 1995, (a copy of which is available from the Department) (hereinafter, collectively, "the HNS Agreements") regarding the operation of an interactive satellite communications service for the Department, the County and other sites.

In particular, the County agrees:

1. That any reports of problems with the Equipment or system, trouble reports, and any requests for repairs, service, maintenance or the like, shall be communicated directly and exclusively to the Department's State Warning Point (SWP) (904) 413-9110.

2. That the County will assist and comply with the instructions of the SWP and any technical service representative responding to the report or service request. County personnel shall cooperate with and assist service representatives, as required, for installation, troubleshooting and fault isolation, with adequate staff.

3. That the County shall not change, modify, deinstall, relocate, remove or alter the Equipment, accessories, attachments and related items without the express written approval of the Department.

4. That the County shall provide access, subject to reasonable security restrictions, to the Equipment and related areas and locations of the County's facilities and premises, and will arrange permitted access to areas of third-party facilities and premises for the purpose of inspecting the Equipment and performing work related to the Equipment. Service representatives and others performing said work shall comply with the County's reasonable rules and regulations for access, provided the Department is promptly furnished with a copy after execution of this modification. The County shall provide safe access to the Equipment and will maintain the environment where the Equipment is located in a safe and secure condition. The County shall provide service representatives with access to electrical power, water and other utilities, as well as telephone access to the County facility as required for efficient service.

5. That the County shall take reasonable steps to secure the Equipment and to protect the Equipment from damage, theft, loss and other hazards. This shall not obligate the County to procure insurance. The Department agrees to procure and maintain all risks insurance coverage on the Equipment. The County agrees to refrain from using or dealing with the Equipment in any manner which is inconsistent with the HNS Agreements, any policy of insurance referred to in the HNS Agreements, any applicable laws, codes ordinances or regulations. The County shall not allow the Equipment to be misused, abused, wasted, or allowed to deteriorate, except normal wear and tear resulting from its intended use. The County shall immediately report any damage, loss, trouble, service interruption, accident or other problem related to the Equipment to the SWP, and shall comply with reasonable instructions issued thereafter.

6. The County acknowledges that any software supplied in connection with the use or installation of the equipment is subject to proprietary rights of Hughes Network Systems, Inc., (HNS) and/or HNS's vendor(s) and/or the Department's vendor(s). The use of one copy of said software is subject

to a license granted from HNS to the Department, and a sublicense from the Department to the County, to use the software solely in the operation of the Equipment, to commence on delivery of the software to the County and to last for the term of the HNS Agreements. The County shall not: (i) copy or duplicate, or permit anyone else to copy or duplicate, any part of the software, or (ii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information provided in connection with the Equipment. The County shall not, directly or indirectly, sell, transfer, offer, disclose, lease, or license the software to any third party.

7. The County agrees to comply with these provisions for a period of sixty (60) months from the date of installation of the Equipment, or the termination of the HNS Agreements, whichever occurs first.

B. Attachment F FUNDING/MATCHING, paragraph A., is modified to reflect \$69,126 as the total amount of funds available under this agreement. This amount includes the 1994-95 base allocation and the reallocation of funds for fiscal years 1993-94 and 1994-95 pursuant to Rule Chapter 9G-19.006, F.A.C.

All other terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification to be executed by the undersigned officials as of the date listed below.

RECIPIENT:

BY: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS:

BY: \_\_\_\_\_

NAME & TITLE: Joseph F. Myers, Director

DATE: \_\_\_\_\_