

GRANT FUNDING AGREEMENT

2021

THIS AGREEMENT ("**Agreement**") is made and entered into on the 20 day of December, ~~2022~~, by and between The Florida International University Board of Trustees for the benefit of its National Forensic Science Technology Center ("**FIU**") and Pinellas County, a political subdivision of the State of Florida ("**County**") (collectively, "**Parties**").

WITNESSETH

WHEREAS, Florida International University ("**FIU**") is a public research University based in Miami with a site in Pinellas County known as the National Forensic Science Technology Center ("**NFSTC**") at FIU ("**FIU**"); and

WHEREAS, FIU applied for grant funding to purchase and install a shared Sensitive Compartmented Information Facility ("**SCIF**") through the County's Employment Sites Program ("**ESP**"); and

WHEREAS, the Pinellas County Board of County Commissioners approved the ESP funding with a one-time grant of not-to-exceed \$275,000 ("**Grant**") for the purchase and installation of the SCIF.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. **TERM.** The term of this Agreement shall commence on the date the last of the Parties signs this Agreement ("Effective Date") and shall terminate five (5) years from the Effective Date unless terminated early as set forth in this Agreement.
2. **CONDITIONS PRECEDENT.** The award of the Grant from the County is conditioned upon the satisfaction of the following conditions precedent:
 - A. The SCIF is purchased and installed by FIU as evidenced by submission of a formal written acceptance of the SCIF by FIU, and inspection by Pinellas County Economic Development staff.
 - B. FIU is the Cognizant Security Authority ("**CSA**") site host and will handle security, scheduling, and management of the Mutual Utilization Agreements ("**MUA**") for each SCIF user.
3. **FUNDING.** The County agrees to pay FIU the sum of not to exceed Two Hundred Seventy-Five Thousand dollars (\$275,000) upon receipt of a request for payment from FIU. All requests for payments shall consist of an invoice for the requested amount, signed by authorized representatives of FIU, along with all documentation deemed necessary or appropriate by the County, except any documentation considered classified.
4. **OBLIGATIONS.**
 - A. FIU will secure the proper approvals by the United States Department of Defense ("**DoD**") and the United States Special Operations Command ("**USSOCOM**") as the DoD Sponsor within 18 months of installation.

B. FIU shall maintain and operate the SCIF and keep it available for use by qualified Pinellas County businesses that have the requisite level of access to use said SCIF as verified by FIU.

C. FIU shall provide the following metrics annually to Pinellas County Economic Development (PCED) for a period of five (5) years:

1. Total number of usages and hours that the SCIF is utilized.
2. Total number of unique Pinellas County companies utilizing the SCIF.
2. Total number of unique companies utilizing the SCIF.
3. Total number of out of State inquiries regarding relocation to Pinellas County.
4. Total number of unique uses by visiting DoD, Congressional or other cleared Federal or emergency/convenience uses.

D. In the event there is a change in CSA site host or the de-activation of the SCIF for any reason, FIU shall notify PCED within ten (10) days in writing.

5. **COMPLIANCE WITH LAWS.** The Parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to public records laws.

6. **INDEMNIFICATION.** The County and FIU agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment and agree to be liable for any damages resulting from said negligence to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either the County or FIU. Nothing herein shall be construed as consent by the County or FIU to be sued by third parties in any manner arising out of this Agreement. This paragraph shall not be interpreted to waive the FIU's limits of liability under F.S. 768.28.

7. **RECORDS.** FIU shall maintain records related to this Agreement and shall, at any reasonable time requested by the County, make available to the County for inspection all of its records with respect to all matters covered by this Agreement except records which are not permitted to be shared such as classified information. FIU shall retain all such records for a minimum of five (5) years after the end of the Term. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

8. **DUE AUTHORITY.** Each party to this Agreement represents and warrants to the other party that (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement, (ii) each person executing this Agreement on behalf of the party is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of the party, enforceable in accordance with its terms.

9. **ASSIGNMENT.** No party to this Agreement may assign any rights or delegate any duties under this Agreement without the prior written consent of the other party.

10. **NOTICES.**

A. Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested, to the authorized representative of the recipient provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient provided below:

COUNTY:

Director
Pinellas County Economic Development
EmploymentSitesProgram@PinellasCounty.org
13805 58th Street North, Ste. 1-200
Clearwater, Florida 33760

FIU:

Executive Director
Florida International University
National Forensic Science Technology Center
8285 Bryan Dairy Road, Suite 125
Largo, FL 33777

B. Either party may change its authorized representative or address for receipt of notices by providing the other party with written notice of such change. The change shall become effective ten (10) days after receipt by the non-changing party of the written notice of change.

11. **WAIVER.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a duly executed written modification to this Agreement.

12. **GOVERNING LAW AND VENUE.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida.

13. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.

14. **NO THIRD-PARTY BENEFICIARY.** Persons not a party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.

15. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

16. **NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT.** This Agreement has been prepared by the County and its professional advisors. FIU, County, and County's professional advisors believe that this Agreement expresses their understanding and that it should not be interpreted in favor of either FIU or County or against FIU or County merely because of their efforts in preparing it.

17. **DEFAULTS AND REMEDIES.** In the event that the use of the SCIF by qualified Pinellas County businesses is no longer permitted as the result of a permanent de-activation or permanent closure of the SCIF, then FIU will decommission it or if requested and legally permissible, will transfer the SCIF to Pinellas County.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties in regard to its subject matter and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.

No change to this Agreement will be valid unless made by supplemental written agreement executed by the Parties.


19. **SEVERABILITY.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.


20. **NON-APPROPRIATION.** The obligations of the County as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds.

SIGNATURE PAGE(S) FOLLOW(S) THIS PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

COUNTY:

By: 
Barry A. Burton
County Administrator

APPROVED AS TO FORM
By: 
Office of the County Attorney

Dated: December 20, 2021, ~~2022~~

FIU:

By: DP

Title: Roberto M. Gutierrez, Assistant VP for Research

Dated: December 22, 2021, ~~2022~~

Read and acknowledged:


Kevin Lothridge
Executive Director NFSTC@FIU


Gregory Hughley, BAS, MS
FIU Facility Security Officer