


*City of Alexandria, Virginia*MEMORANDUM

DATE: JUNE 16, 2009

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: JAMES K. HARTMANN, CITY MANAGER 

SUBJECT: REQUEST TO APPROVE THREE INITIAL MEMORANDA OF UNDERSTANDING AND THE INTERCONNECTION OF NORTHERN VIRGINIA AND PRINCE GEORGE'S COUNTY INSTITUTIONAL NETWORKS TO THE CITY OF ALEXANDRIA INSTITUTIONAL NETWORK

ISSUE: Request for approval of three initial Memoranda of Understanding. (Attachments 1, 2 and 3) and the interconnections between and among the City of Alexandria, Arlington County, Fairfax County, Fairfax City, Falls Church and Prince Georges County institutional networks (I-Nets).

RECOMMENDATION: That City Council:

- (1) Authorize the City Manager to execute on behalf of the City and to deliver three Memoranda Of Understanding in substantially the form as attached (Attachments 1, 2 and 3), with such changes as are approved by the City Manager and the City Attorney; and
- (2) Authorize staff to proceed to further plan and to assist in implementation of new I-Net interconnections between and among the City of Alexandria, Arlington County, Fairfax County, Fairfax City, Falls Church and Prince George's County.

DISCUSSION: These proposed I-Net interconnections will be part of the National Capital Region Interoperability Program (NCRIP) which is constructing a regional public safety network, the National Capital Region Network (NCRnet), for the mutual benefit of local National Capital Region (NCR) jurisdictions and their first responders by using existing I-Net fiber optic cables or new fiber optic cable extensions. These connections will be considered a pilot program until the long-term sustainment and support plans are established by member jurisdictions.

Access to the NCRnet will allow Alexandria to conduct government business affecting Alexandria and the broader NCR on a government only network. Additionally, these connections will support the deployment of a computer-aided dispatch to computer-aided dispatch (CAD2CAD) program that will allow inter-jurisdictional sharing of CAD information for the purposes of requesting resources and providing enhanced situational awareness.

Although our regions fire departments have been operating in this way for many years under an Emergency Services Mutual Response Agreement, sharing CAD data among local jurisdictions is unprecedented. The CAD2CAD program stands alone as a national example of inter-jurisdictional interoperability and cooperation, and in fact grew out of an initial pilot program initiated and implemented a number of years ago by the City of Alexandria in undertaking an I-Net connection with Arlington County.

To facilitate regional interoperability and CAD2CAD exchange, partner jurisdictions will utilize a common set of IT standards and protocols referred to as the Data Exchange Hub (DEH). Through the DEH, information systems that store and process information independently, with different software and data structures, can be integrated to communicate by means of a reciprocally translated data exchange. Implementing the DEH information standards will enable connected NCR jurisdictions to continue using their existing disparate applications and database structures for local support, while making that information available to all NCRnet members in a standard format.

Funding for this data interoperability program is provided by a Public Safety Interoperable Communications (PSIC) Grant from the U.S. Department of Commerce and is subject to the guidelines and constraints outlined in the grant guidance.

There are three individual Memoranda of Understanding necessary to undertake this project. They are:

- I. An agreement among the Northern Virginia jurisdictions relating to interconnecting the I-Nets (Attachment 1);
- II. An agreement among the Northern Virginia jurisdictions relating to the Regional Data Exchange HUB (Attachment 2) and
- III. An agreement between the City of Alexandria and Prince George's County, Maryland relating to interconnecting the I-Nets (Attachment 3).

It should be noted that there is not yet a proposed Regional Data Exchange HUB between Alexandria and Prince George's County. That agreement (which is more complicated and involves Maryland law) will be developed in a later phase of this project.

FISCAL IMPACT: This interconnection will be completed without cost to the City other than in-kind contributions which all participants will provide. The NCRIP will fund the construction through federal grants. The Virginia PSIC grant awarded to Fairfax County that supports CAD2CAD and the NCRNet connections total \$4,985,641 broken out as follows: \$2,485,000 for CAD2CAD and \$2,500,641 for NCRNet connections. Routine operations and maintenance costs will be covered through the operating budgets. The City will require no additional positions as a result of this action. Operations of the DEH will require local government funding of a to-be-determined amount which will be determined through the annual budget processes starting as early as in FY 2011. Before then a long-term sustained and support plan will need to be agreed to by all jurisdictions.

ATTACHMENTS:

Attachment 1. Memorandum of Understanding Concerning Multi-Jurisdictional
Interconnection of Institutional Network Systems

Attachment 2. Memorandum of Understanding Concerning The Regional Data Exchange
Hub Infrastructure

Attachment 3. Memorandum of Understanding Concerning The Interconnection of
Institutional Network Systems between Alexandria and Prince Georges County

Attachment 4. Written Concurrence of the Developed Spending Plan for the 2007 PSIC
Grant

STAFF: Tom Trobridge, Deputy Director, Information Technology Services

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CONCERNING INITIAL INTERCONNECTION OF
INSTITUTIONAL NETWORK SYSTEMS**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is dated into this ____ day of ____, 2009 between the City of Alexandria, a municipal corporation of the Commonwealth of Virginia ("City") and its City, the governing body of the City of Alexandria, Virginia ("City"), and the County of Prince George's County, Maryland ("County "). The City and the County are jointly referred to hereinafter as the "Parties." The City and the County are sometimes individually referred to hereafter as "Party."

WHEREAS, the City granted to Comcast of Potomac, L.L.C., a Delaware limited liability company ("Comcast of Potomac") a franchise to construct and operate a cable system within the boundaries of the City ("Franchise"); and

WHEREAS, the County granted to Comcast Cable Corporation Communications ("Comcast Cable"), a franchise to construct and operate a cable system within the boundaries of the County ("Certificate"); and

WHEREAS, the Franchises require the installation by Comcast of institutional network ("I-Net") systems, consisting of two way fiber optical systems linking public, educational, and governmental facilities within the boundaries of the respective jurisdictions; and

WHEREAS, the Franchises authorize the interconnection of such I-Net systems; and

WHEREAS, the Franchisees allow for interconnection of such I-Net systems with fiber optic cable constructed by other parties and consistent with restricted government use as stipulated in those Franchise agreement; and

WHEREAS, the City and the County are authorized to manage agreements regarding fiber optic cable constructed by other cable providers ("fiber vendors")

WHEREAS, by this MOU, the City and the County agree upon certain terms and conditions upon which an initial I-Net interconnection will be accomplished.

NOW, THEREFORE, in consideration of the mutual covenants and conditions of this MOU, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows.

1. Purpose. The purpose of this MOU is to state the terms and conditions upon which one interconnection of the City and the County I-Net systems will be accomplished, for the purpose of conducting government business that affects both jurisdictions.

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2. Points of Interest. For the purposes of this MOU the points of interest are as follows:
- a. The meet-point with another jurisdiction's fiber or an NCRnet's fiber leading to another jurisdiction.
 - b. The meet-point with a carrier or fiber provider to transport information to another meet-point and jurisdiction in the NCRnet.
 - c. Specifically for this MOU, the points of interest are:
 - i. The NCRnet/ Alexandria I-Net hub location at the Comcast Headend at 3900 Wheeler Avenue, Alexandria VA ("Comcast Headend").
 - ii. The Nannie J. Lee Memorial Recreation Center located at 1108 Jefferson Street Alexandria, VA 22314. ("Lee Center")
 - iii. The MDOT/State Highway Administration ("SHA") fiber terminal located in the I-95/ I-495 interchange at the intersection of I-95 and US-1 in Alexandria, VA. ("MDOT/ SHA ALEX Terminal")
 - iv. The MDOT/ SHA fiber terminal located in the Oxon Hill Radio Tower off of access ramp to the I-95/ I-495 right-of-way behind 6383 Oxon Hill Road, Oxon Hill, MD. ("Oxon Hill Tower")
 - v. The Prince Georges County hub location at the Comcast OTN located at 9611 Livingston Rd, Fort Washington, MD. ("Livingston OTN")
 - vi. The NCRnet/ Prince Georges County hub location at the Comcast OTN located at 1107 Ritchie Rd, Capitol Heights, MD. ("Ritchie Road OTN")
3. The I-Net Interconnection will consist of the following segments:
- a. The Segments which will be constructed and paid for by federal grant funding are:
 - i. a 48 count single mode fiber optic cable between the Oxon Hill Tower and the Comcast Livingston OTN – constructed by Comcast Cable.
 - ii. a 24 count single mode fiber optic cable between the MDOT/ SHA ALEX Terminal and the Lee Center – constructed by Comcast of Potomac or a cable vendor.
 - iii. the Course Wave Division Multiplexers for installation at
 - 1. Oxon Hill Tower
 - 2. Ritchie Road OTN
 - 3. Lee Center
 - b. In addition, the County will provide
 - i. two (2) fibers in the MDOT/ SHA Potomac River crossing fiber cable between the Oxon Hill Tower and the MDOT/ SHA ALEX Terminal. These two (2) fibers will be obtained by the County by an agreement with MDOT/ SHA.
 - ii. two (2) fibers over which to provide one (1) CWDM channel ("wavelength") between the Ritchie Road OTN thence on to Livingston OTN thence on to the Oxon Hill Tower.

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- c. In addition, the City will provide
 - i. two (2) fibers over which to provide one (1) wavelength from the Lee Center to the Comcast Headend.
- 4. Duration of Initial Interconnection & Subsequent Agreements. The duration of the initial interconnection shall begin on the first day when Comcast and/or cable vendors complete and the City and County accept the Interconnection Work. The Parties will require Comcast and/or the cable vendor to notify the City and County in writing fifteen (15) days in advance of completion of construction. The notice shall include the date that Comcast and/or the cable vendor is prepared to conduct an optical loss and OTDR testing at 1550 nm and 1310 nm end-to-end.
- 5. Successful Completion of Interconnection: The Interconnection shall be deemed successfully completed if end-to-end network connectivity is established and both Parties have accepted the the as-built documentation provided by NCRIP.
- 6. Interconnection Construction Cost. The City and the County agree that this project will be funded by a federal grant and neither jurisdiction will budget for or fund initial planning, engineering or construction of the Interconnect. The NCRnet team estimates a one time construction cost of <<to be calculated>> for this work, which will cover the additional materials, electronics, and installation for the termination of the fiber cables being built by Comcast and the Cable Vendors.
- 7. Project Officers. The City designates the Division Chief, I-Net/Operations as the City Project Officer and the Network Engineer III, I-Net/Operations as City Backup Project Officer for the purpose of administering this MOU on behalf of the City. The County designates the I-Net Manager, as the County Project Officer and the Manager, Network Services as the County Backup Project Officer for the purpose of administering this MOU on behalf of the County . The Parties agree that all communications regarding this MOU, and the subjects hereof, shall be made to or through the above Project and Backup officers on behalf of the Parties. The Parties shall ensure that they continually provide the other Party with the telephone numbers and schedules of staff who will be available outside of regular business hours.
- 8. Services Access. After execution of this MOU and before the Interconnection Work begins, an Interconnection Steering Committee ("ISC") shall be formed by the Chief Technology Officer (CTO) for Prince George's County and the Chief Information Officer for the City of Alexandria to receive and consider requests for the use of the Interconnection for inter-jurisdictional information technology services and future interconnections to other jurisdictions. The ISC also shall recommend to the City and the County the terms upon which any future services should be allowed over the Interconnection. The ISC shall advise the Parties on allowable services based on multiple criteria including, but not limited to, the

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networking policies of the City and the County, the potential impact of a service to impact existing network services, and the impact of a new service on potential future services.

9. Equipment Specifications. The Parties shall jointly determine the specifications of the Interconnection equipment needed to accomplish the Approved Uses. No Interconnection specifications shall be deemed to be acceptable to the Parties unless and until such specifications are approved in writing by the City's and County's Project Officers.
10. Cost of Equipment Acquisition and Maintenance. Each of the Parties is responsible for acquiring and paying for the equipment located within the boundaries of their respective jurisdictions including, but not limited to, all network interface equipment and interfaces, digital video encoders and decoders, network monitoring systems, and facility cabling. The electronics and equipment necessary for the electronic activation of the interconnection will be paid for by the grant. In addition, the grant will cover electronics maintenance for the first year and as long as grant funding is available. Thereupon, it becomes the Jurisdiction's responsibility to continue maintenance responsibilities for any installed electronics located within its boundary.
11. Fiber Maintenance. Responsibility for maintenance and repair for the Interconnection as required by the Franchise agreements and other agreements with vendors shall be as follows:
 - a. For the interconnections between Ritchie Road OTN, Livingston OTN, and Oxon Hill, Comcast Cable shall be responsible
 - b. For the river crossing interconnection between Oxon Hill and the MDOT/ SHA ALEX Terminal, SHA shall be responsible
 - c. For the interconnection between the MDOT/ SHA ALEX Terminal and Lee Center, maintenance and repair shall be provided by a maintenance agreement or IRU between the City and a vendor, or Comcast of Potomac, depending on who shall construct the segment
 - d. For the interconnection between Lee Center and Comcast Headend, Comcast of Potomac shall be responsible
12. Support Process. Each Party's Project Officer must keep each other informed of the problem resolution status.
13. Security. The Parties of this Agreement shall be responsible for protecting their own networks from "Harmful Traffic" emanating from the other Party. "Harmful Traffic" means communications that may potentially cause loss or degradation of service for users of the Interconnect or may result in viruses, undesired files or applications on servers or user devices. Both Project Officers shall make best efforts that Harmful Traffic does not pass into the network of the other Party. To

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prevent Harmful Traffic over the Interconnect, the Parties may take appropriate actions, including disconnecting their equipment from the Interconnection.

14. Non-Appropriation. Each of the Parties obligations under this MOU are subject to appropriation of funds by the City and by the County for the specific purposes to pay for, and to satisfy, such Parties respective obligations under this MOU.
15. No Waiver of Sovereign Immunity. Notwithstanding any other provisions of this MOU to the contrary, nothing in this MOU, nor any action taken by either of the Parties, the Project Officers, or any of the Parties elected or appointed officials officers or employees, pursuant to this MOU, nor any document which arises out of this MOU shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the such persons and entities.
16. Governing Law and Venue. This MOU shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia and the State of Maryland. The Parties hereto agree that all disputes arising hereunder shall be brought in a court of competent jurisdiction.
17. No Third Party Beneficiaries. The Parties hereto mutually agree that no provision of this MOU shall create in the public, or in any person or entity other than those signing this MOU as parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for person injury, property damage, or breach of contract pursuant to the terms of this MOU or otherwise. Nothing herein shall be construed to release Comcast from their obligations under the Franchises.
18. Entire Agreement, Amendments. This MOU contains and embodies the entire agreement of the Parties. No representations, inducements, or agreements, oral or otherwise, between the Parties not contained and embodied in said MOU shall be of any force and effect. This MOU may not be amended, modified, or changed, in whole or in part, in any manner other than by an agreement in writing approved by the Parties and duly signed by authorized persons on behalf of the Parties. In Witness Whereof, the Parties have executed this MOU on the dates indicated below, and this MOU is effective upon the later of such dates.

THE CITY OF ALEXANDRIA,
VIRGINIA, a municipal corporation of
Virginia

Witness

By: _____

Title: _____

Date: _____

Approved as to form:

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Assistant City Attorney

PRINCE GEORGE'S COUNTY, MARYLAND

Witness

By: _____

Title: _____

Date: _____

Approved as to form:

County Attorney

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**Memorandum of Understanding
Concerning the Regional Data Exchange Hub Infrastructure**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this _____ day of _____, 2009 between the County Board of Fairfax County, Virginia ("Fairfax Board"), the City Council of Alexandria, Virginia ("Alexandria City Council"), County Board of Arlington County, Virginia ("Arlington Board") and the City Council of Fairfax, Virginia ("Fairfax City Council"). The Fairfax Board, Alexandria City Council, the Arlington Board and the Fairfax City Council are jointly referred to hereinafter as the "Parties." The Fairfax Board, the Alexandria City Council, the Arlington Board and the Fairfax City Council are sometimes individually referred to hereafter as "Party."

RECITALS

WHEREAS, the parties operate server and middleware infrastructure ("DEH Infrastructure") to support the sharing of critical information between Fairfax County, Virginia ("Fairfax"), Arlington County ("Arlington"), the City of Fairfax ("Fairfax City") and City of Alexandria ("Alexandria") respectively; and

WHEREAS, by this MOU, the Fairfax Board, the Alexandria City Council, the Fairfax City Council and the Arlington Board agree upon certain mutual covenants and conditions upon which information sharing ("Information Exchanges") will be accomplished between the information systems of such jurisdictions.

WHEREAS, the interconnection work was funded by federal grants at no cost to the parties;

NOW, THEREFORE, in order to memorialize their mutual understandings and benefits of this MOU, and in consideration of the mutual covenants and conditions, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Purpose. The purpose of this MOU is to state the mutual covenants and conditions upon which the DEH Infrastructure supports the exchange of data for government purposes. The DEH Infrastructure will be considered a pilot until such time as a long term sustainment and support plan is agreed upon by the parties.
2. Operational Governance. An Exchange/Application Steering Committee ("EASC") will receive, review and consider requests for use of the DEH infrastructure. Each jurisdiction will appoint an Information Architect to participate on the steering committee. For each particular exchange deployed on the DEH Infrastructure, the

appropriate business stakeholders will be requested to participate on the steering committee. All changes to the DEH Infrastructure will be reviewed by the EASC to determine if the changes are in compliance with Regional Security, Information Management, Network Management and IT Service Management Policies. The EASC shall recommend allowable services for Approved Uses based on multiple criteria including, but not limited to, the information management, networking and security policies of the participating jurisdictions, the potential impact of a service upon existing services, the impact of a new service on potential future services and the cost impacts. The DEH Infrastructure will provide a base level of service that will be documented in an SLA regarding that infrastructure. The business stakeholders desiring to use the DEH Infrastructure to support a specific data exchange will need to determine if that base level of service is sufficient to support their exchange. If any modifications are required to the base service level provided by the DEH, it will be the responsibility of the stakeholders to absorb the costs associated with provision of any additional service requested from the DEH Infrastructure. Risk Assessments describing the Confidentiality, Integrity and Availability of the specific information transported via the Exchange/Application will be performed as part of an implementation process to be defined and implemented by the EASC. For those issues affecting jurisdictional policies, sovereign rights or costs, The EASC will then make a recommendation to the participating jurisdiction CIOs/CAOs who will make the final decision regarding provision of a service on the DEH Infrastructure. The Parties agree that all communications regarding this MOU, and the subjects hereof, shall be made to or through the above Steering Committee on behalf of the Parties.

3. Description. The DEH Infrastructure is a Service Oriented Architecture (SOA) that will facilitate application interoperability and data exchanges among various agencies across the City of Alexandria, Arlington County, Fairfax City and Fairfax County. The DEH will operate according to the "Data Ownership and Sharing Principles" identified in the regional Information Management Policy. The most recent Logical Diagram describing the DEH Infrastructure is available through the EASC and can be accessed for review based upon security and privacy provisions defined in the regional security policy. The DEH Infrastructure is offered for the convenience of stakeholders participating in regional data exchanges; however it is not intended to replace business stakeholder's existing standard operating procedures and should be considered an augmentation thereto.
4. Approved Uses of the DEH Infrastructure. The DEH Infrastructure shall be used for the purposes of enabling non-commercial application interoperability and data exchanges between the Parties. Approved Uses will further be established during review of exchanges and applications as they are identified and cut over to operation.
5. Equipment Specifications. The most recent version of the logical diagram of the DEH Infrastructure maintained by the EASC describes equipment specifications. Changes to the equipment specifications shall be approved by the EASC. No DEH

Infrastructure specifications shall be deemed to be acceptable to the Parties unless and until such specifications are approved in writing by the EASC.

6. Ongoing Support and Maintenance of DEH Infrastructure. The participating jurisdictions will define and agree upon a common support and cost distribution model for the financial sustainment and ongoing maintenance of the DEH Infrastructure consisting of but not limited to:
- a. Operational, maintenance, software and hardware refresh support.
 - b. Any hosting or collocation, fees required solely for the purposes of supporting the DEH Infrastructure.
 - c. Operational monitoring and support for the DEH Infrastructure.
 - d. Support for cutover of applications and exchanges. Any Service Level Agreements and Operational Level Agreements defined as part of the cutover process shall be reviewed by the EASC and recommended to the CIOs/CAOs for appropriate action.

All support processes shall comply with the regional IT Service Management Policy. While each party may designate to an entity by mutual agreement the management of the DEH Infrastructure in accordance with regional and EASC policies - the management, operation, and maintenance of all DEH Infrastructure is the responsibility of the Party. This Party responsibility does not preclude regional grant funding from covering replacement costs should such funding continue to be available. Parties acknowledge that due diligence and care will be undertaken in providing this service and reflecting the accuracy and integrity of the data as it exists at its source when that data flows through the DEH Infrastructure; however, no guarantees or warranties are herein expressed.

7. Security.

The DEH Infrastructure shall comply with the regional Security Policy. Each Party to this MOU shall also be responsible for protecting access to its own internal applications and stored data from unauthorized users. Each Party shall follow its established and respective policies relating to patch management, application management, virus and intrusion signature management, and other policies as applicable, to reduce and control the threats, vulnerabilities, and risks to the Party and the DEH Infrastructure.

8. Confidentiality. The common components of the DEH Infrastructure shall comply with the regional Security Policy, Network Management, IT Service Management and Information Management Policies. The operation of the DEH Infrastructure shall be in accordance with all applicable laws including the Virginia Government Data Collection and Dissemination Practices Act. To the extent permitted by the Virginia Freedom of Information Act ("VaFOIA"), all data, computer files, documents, information, memoranda and all other such electronic, written, or verbal information provided by one jurisdiction to another, or which becomes accessible to either Party through the Interconnection, shall be held strictly confidential by the Parties and shall not without

the prior written consent of the originating Party, be used for any purpose other than the performance of this MOU, nor be disclosed to any other entity not connected with the performance of this MOU. The jurisdictions shall retain ownership of all of their respective electronic or paper documents or files that may be accessed through the Interconnection. The Parties shall use all available means to secure all data contained on or in the Interconnection or to which there is access while performing services under this MOU, to maintain the data in the strictest confidence, and to prevent the data disclosure in any form whatsoever except as authorized. The Parties recognize that all computer program code, data, or other information in the possession of each Party, including software, may be subject to disclosure pursuant to the Virginia Freedom of Information Act ("VaFOIA"). The Parties shall use all reasonable efforts to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the written permission of the originating Party. If any person makes a request of a Party pursuant to VaFOIA for public disclosure of confidential information of the other Party, the request shall promptly be referred to the Party that is the Party of origin of the information for whatever purposes the Party of Origin deems appropriate.

1. Non-Appropriation. Each of the Parties obligations under this MOU are subject to appropriation of funds by their respective governing authority for the specific purposes to pay for, and to satisfy, such Parties' respective obligations under this MOU.
2. No Waiver of Sovereign Immunity. Notwithstanding any other provisions of this MOU to the contrary, nothing in this MOU, nor any action taken by any of the jurisdictions, the Interconnection Steering Committee, or any of the Parties elected or appointed officials officers or employees, pursuant to this MOU, nor any document which arises out of this MOU shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the such persons and entities.
3. Governing Law and Venue. This MOU shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The Parties hereto agree that all disputes arising hereunder shall be brought in a court of competent jurisdiction.
4. No Third Party Beneficiaries. The Parties hereto mutually agree that no provision of this MOU shall create in the public, or in any person or entity other than those signing this MOU as parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for person injury, property damage, or breach of contract pursuant to the terms of this MOU or otherwise.
5. Entire Agreement, Amendments. This MOU contains and embodies the entire agreement of the Parties. No representations, inducements, or agreements, oral or otherwise, between the Parties not contained and embodied in said MOU shall be of any force and effect. This MOU may not be amended, modified, or changed, in

whole or in part, in any manner other than by an agreement in writing approved by the Parties and duly signed by authorized persons on behalf of the Parties.

6. Recitals. The Recitals are incorporated into this MOU.

In Witness Whereof, the Parties, through their respective authorized representatives, have executed this MOU on the dates indicated below. This MOU is effective upon the later of such dates.

THE FAIRFAX COUNTY BOARD,
VIRGINIA

By: _____
Witness

Title: _____
Date: _____

Approved as to form:

Fairfax County Attorney

THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA

Witness

By: _____
Title: _____
Date: _____

Approved as to form:

Arlington County Attorney

THE CITY OF ALEXANDRIA,
VIRGINIA, a municipal corporation of
Virginia

Witness

By: _____
Title: _____
Date: _____

Approved as to form:

Assistant City Attorney

THE CITY OF Fairfax,
VIRGINIA, a municipal corporation of
Virginia

Witness

By: _____
Title: _____
Date: _____

Approved as to form:

Assistant City Attorney

MEMORANDUM OF UNDERSTANDING
CONCERNING MULTI-JURISDICTIONAL INTERCONNECTION OF
INSTITUTIONAL NETWORK SYSTEMS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this ____ day of ____, 2009 between the County Board of Fairfax County, Virginia ("Fairfax Board"), the City Council of Alexandria, Virginia ("Alexandria City Council"), County Board of Arlington County, Virginia ("Arlington Board"), City Council of Falls Church ("Falls Church City Council"), and the City Council of Fairfax, Virginia ("Fairfax City Council"). The Fairfax Board, Alexandria City Council, the Arlington Board and the Fairfax City Council are jointly referred to hereinafter as the "Parties." The Fairfax Board, the Alexandria City Council, the Arlington Board, the Falls Church City Council, and the Fairfax City Council are sometimes individually referred to hereafter as "Party."

RECITALS

WHEREAS, the Fairfax Board, the Arlington Board, the Alexandria City Council and the Fairfax City Council each operate within their own respective boundaries an institutional network ("I-Net") system, consisting of two way fiber optical systems linking public, educational, and governmental facilities; and

WHEREAS, the Fairfax Board granted to Cox Communications of Northern Virginia ("Cox") a franchise to construct and operate a cable system within the boundaries of Fairfax ("Franchise"); and

WHEREAS, the Arlington Board granted to Comcast of Potomac ("Comcast") a Certificate of Public Convenience and Necessity to construct and operate a cable system within the boundaries of Arlington ("Certificate"); and

WHEREAS, the Alexandria City Council granted to Comcast of Potomac, L.L.C., a Delaware limited liability company ("Comcast") a franchise to construct and operate a cable system within the boundaries of Alexandria City ("City Franchise"); and

WHEREAS, the Fairfax City Council granted to COX a franchise to construct and operate a cable system within the boundaries of Fairfax City; and

WHEREAS, the Falls Church City Council granted to COX a franchise to construct and operate a cable system within the boundaries of the City of Falls Church; and

WHEREAS, the Franchises and the Certificates authorize the interconnection of such I-Net systems; and

WHEREAS, the interconnection work was funded by federal grants at no cost to the parties;

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WHEREAS, by this MOU, the Fairfax Board, Arlington Board and the City Councils of Alexandria, Falls Church and Fairfax City, agree upon certain mutual covenants and conditions upon which an interconnection will be accomplished between the I-Net systems of such jurisdictions ("Interconnection").

NOW, THEREFORE, in order to memorialize their mutual understandings and benefits of the interconnection governed by this MOU, and in consideration of the mutual covenants and conditions, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Purpose. The purpose of this MOU is to state the terms and conditions upon which one interconnection of the City of Alexandria, City of Falls Church, Fairfax City, Fairfax County and Arlington County I-Net systems will be accomplished for the purpose of conducting government business that affects participating jurisdictions. The City of Alexandria, Arlington County, Fairfax County, Fairfax City and City of Falls Church shall have exclusive use of the Interconnection. The connection will be considered a pilot until such time as a long term sustainment and support plan is established.
2. Operational Governance. An Interconnection Steering Committee ("ISC") will receive, review and consider requests for use of the Interconnection and establishing services. Each participating jurisdiction will appoint an INet Official to participate on this steering committee. All changes to the infrastructure will be reviewed by the ISC to determine if the changes are in compliance with Regional Security, Information Management, Network Management and IT Service Management Policies. The ISC shall recommend allowable services for Approved Uses based on multiple criteria including, but not limited to, the networking and security policies of the participating jurisdictions, the potential impact of a service upon existing network services, the impact of a new service on potential future services and the cost impacts. Risk Assessments describing the Confidentiality, Integrity and Availability of the information transported over the Interconnection will be performed as part of a Cutover Process to be defined and implemented by the ISC. For those issues affecting jurisdictional policies, sovereign rights or costs, the ISC will make a recommendation regarding a requested action to the participating jurisdiction CIOs/CAOs who will make the final decision regarding provision of a service on the interconnection. The Parties agree that all communications regarding this MOU, and the subjects hereof, shall be made to or through the above Steering Committee or its administrative designee on behalf of the Parties.
3. Interconnection at I-Net Hub facilities. Each jurisdiction is responsible for its own I-Net hub facilities for the purposes of the interconnection in accordance with its own policies. The jurisdictional hub facilities where the I-Nets will interconnect are as follows:
 - a. Alexandria: Alexandria Comcast Head-end at 3900 Wheeler Avenue, Alexandria VA ("Comcast Headend").
 - b. Fairfax County: The COX hub site at Merrifield at 2917 Eskridge Road, Fairfax, Va ("Merrifield")

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- c. Arlington County: The Arlington Court House Plaza hub site at 2100 Clarendon Boulevard, Arlington, Va (“Court House Plaza”)
 - d. City of Fairfax: The COX hub site at Merrifield
 - e. City of Falls Church: The COX hub site at Merrifield
4. Description of I-Net fiber Interconnections. The hub sites are interconnected with I-Net fibers through the following segments:
- a. Arlington County to Fairfax County:
 - i. Comcast constructed fiber from Courthouse Plaza in Arlington to Fire Station 6 in Falls Church.
 - ii. Cox constructed fiber from Fire Station 6 in Falls Church to Falls Church cage in Fairfax Merrifield MTC.
 - iii. fiber patch cable between the Comcast patch panel and Cox patch panel at Fire Station 6.
 - iv. fiber patch cable from Cox patch panel in Falls Church cage to the interconnection equipment located in Fairfax County side at Merrifield.
 - b. City of Falls Church to Fairfax County: patch cable from Falls Church equipment at Merrifield to the interconnection equipment located in Fairfax County side at Merrifield.
 - c. City of Fairfax to Fairfax County: patch cable from Fairfax City equipment located in Fairfax City cage in Merrifield to the interconnection equipment located in Fairfax County side at Merrifield.
 - d. Fairfax County to City of Alexandria:
 - i. Comcast-constructed fiber from Comcast Headend to a splice point at Little R Markham St/Little River Turnpike intersection at Pole# PEN87.
 - ii. Cox-constructed fiber from this intersection at Pole#PEN87 to Merrifield MTC and completed the splice at the intersection.
 - iii. patch cable from Cox patch panel at Merrifield MTC to the interconnection equipment both located in the Fairfax County side of Merrifield.
 - iv. patch cable from Comcast patch panel to the interconnection equipment both located in Alexandria Comcast headend.
 - e. Arlington County to City of Alexandria:
 - i. Comcast-constructed fiber from Court House Plaza to Barrett Recreation Center in Alexandria,
 - ii. Comcast-constructed fiber from Barrett Recreation Center to the Comcast Headend. .
 - f. The most recent Logical Diagrams describing the interconnections are available through the Interconnection Steering Committee (ISC) and can be accessed for review based upon security and privacy provisions defined in the regional security policy.
5. Fiber demarcation. Each Party will be responsible for its own I-Net fiber, including the operations, maintenance and hand-off for repair according to its Franchise and other agreements governing its I-Net fiber. A diagram of the physical interconnections is included as attached exhibit A and the most recent version will be maintained by the ISC.

6. Electronic demarcation. The Interconnection fiber is connected to a Router (“Interconnection Router”) – that was provided through grant funding – at the Party I-Net hub facility. From there, each Party is responsible for the routing from that Interconnection Router (“electronic demarcation point”) to a Party (Jurisdiction owned) router and firewall that will control incoming and outgoing communications. All equipment from the Party (Jurisdiction) side of the electronic demarcation point, including the Party (Jurisdiction) router and the firewall will be the responsibility of the Party. While each Party may designate to an entity by mutual agreement the management of the Interconnection Router in accordance with regional and ISC policies, the management, operation, and maintenance of all other electronics – including the firewall and Party (Jurisdiction) router – is the responsibility of the Party. This Party responsibility does not preclude regional grant funding from covering replacement costs should such funding continue to be available. Demarcation and logical network diagram is attached as exhibit B and the most recent version will be maintained by the ISC.
7. Approved Uses of Interconnection. The Interconnection shall be used for the purpose of conducting governmental business mutually agreed upon, in writing, by the Parties (“Approved Uses”). The Interconnection shall be used to support publicly accessible Internet Protocol Services (“IP Services”). Approved Uses will further be established during review of exchanges and applications as they are identified and cutover to operation on the Interconnection.
8. Equipment Specifications. The most recent version of the logical diagrams and as-built documentation maintained by the ISC describes equipment specifications. Changes to the equipment specifications shall be approved by the ISC. No Interconnection specifications shall be deemed to be acceptable to the Parties unless and until such specifications are approved in writing by the ISC.
9. Ongoing Support and Maintenance of Interconnection Communications. The participating jurisdictions will define and agree upon a common support and cost distribution model for the financial sustainment and ongoing maintenance of the Interconnection consisting of, but not limited to, for the purposes of operating the Interconnection:
 - a. Operational, maintenance, and hardware refresh support for network devices on the Interconnection side of the electronic demarcation.
 - b. Any hosting, collocation, or fiber cross-connecting fees required solely for the purposes of facilitating the physical Interconnection
 - c. Operational support for network service and monitoring for the Interconnection side of the electronic demarcation. The support process shall comply with the IT Service Management Policy.
 - d. Operational support for application and exchange cutover. Any Service Level Agreements and Operational Level Agreements defined as part of the cutover process shall be reviewed by the ISC and recommended to the CIOs/CAOs for appropriate action.

Each jurisdiction, at its sole cost and expense, shall continue to maintain its I-Net equipment and fiber on the jurisdiction side of the electronic demarcation point to the Interconnection, as well as any of other support associated with the operation of its internal networks, physical plant, and equipment. The Parties acknowledge that the interconnection will only work if each jurisdiction maintains the operability of its own respective INET; however, this agreement makes no assertion regarding the availability of each jurisdiction's internal INET.

10. Security. Each jurisdiction shall be responsible for protecting its network in compliance with its established security policies up to and containing the demarcation point between the Party and the Interconnection. All other components of the interconnection will comply with the regional Security Policy.
11. Confidentiality. The common components of the Interconnection shall comply with the regional Security Policy, Network Management, IT Service Management and Information Management Policies. The operation of the Interconnection shall be in accordance with all applicable laws including the Virginia Government Data Collection and Dissemination Practices Act. To the extent permitted by the Virginia Freedom of Information Act ("VaFOIA"), all data, computer files, documents, information, memoranda and all other such electronic, written, or verbal information provided by one jurisdiction to another, or which becomes accessible to either Party through the Interconnection, shall be held strictly confidential by the Parties and shall not without the prior written consent of the originating Party, be used for any purpose other than the performance of this MOU, nor be disclosed to any other entity not connected with the performance of this MOU. The jurisdictions shall retain ownership of all of their respective electronic or or files that may be accessed through the Interconnection. The Parties shall use all available means to secure all data contained on or in the Interconnection or to which there is access while performing services under this MOU, to maintain the data in the strictest confidence, and to prevent the data disclosure in any form whatsoever except as authorized. The Parties recognize that all computer program code, data, or other information in the possession of each Party, including software, may be subject to disclosure pursuant to the Virginia Freedom of Information Act ("VaFOIA"). The Parties shall use all reasonable efforts to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the written permission of the originating Party. If any person makes a request of a Party pursuant to VaFOIA for public disclosure of confidential information of the other Party, the request shall promptly be referred to the Party that is the Party of origin of the information for whatever purposes the Party of origin deems appropriate. The design of the interconnection is protected under CIP.
12. Non-Appropriation. Each of the Parties implied obligations under this MOU are subject to appropriation of funds by their respective governing authority for the specific purposes to pay for, and to satisfy, such Parties' respective obligations under this MOU.
13. No Waiver of Sovereign Immunity. Notwithstanding any other provisions of this MOU to the contrary, nothing in this MOU, nor any action taken by any of the jurisdictions, the

Interconnection Steering Committee, or any of the Parties elected or appointed officials officers or employees, pursuant to this MOU, nor any document which arises out of this MOU shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the such persons and entities.

14. Governing Law and Venue. This MOU shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia. The Parties hereto agree that all disputes arising hereunder shall be brought in a court of competent jurisdiction.
15. No Third Party Beneficiaries. The Parties hereto mutually agree that no provision of this MOU shall create in the public, or in any person or entity other than those signing this MOU as parties hereto, rights as a third party beneficiary hereunder, or authorize any person or entity, not a party hereto, to maintain any action for person injury, property damage, or breach of contract pursuant to the terms of this MOU or otherwise. Nothing herein is intended to, nor shall be construed to; release Cox and/or Comcast from their respective obligations under the Franchise and the Certificate, respectively.
16. Entire Agreement, Amendments. This MOU contains and embodies the entire agreement of the Parties. No representations, inducements, or agreements, oral or otherwise, between the Parties not contained and embodied in said MOU shall be of any force and effect. This MOU may not be amended, modified, or changed, in whole or in part, in any manner other than by an agreement in writing approved by the Parties and duly signed by authorized persons on behalf of the Parties.
17. Recitals. The Recitals are incorporated into this MOU.

In Witness Whereof, the Parties, through their respective authorized representatives, have executed this MOU on the dates indicated below. This MOU is effective upon the later of such dates.

THE FAIRFAX COUNTY BOARD,
VIRGINIA

By: _____
Witness

Title: _____
Date: _____

Approved as to form:

Fairfax County Attorney

THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA

Witness

By: _____
Title: _____
Date: _____

Approved as to form:

Arlington County Attorney

THE CITY OF ALEXANDRIA,
VIRGINIA, a municipal corporation of
Virginia

Witness

By: _____
Title: _____
Date: _____

Approved as to form:

Assistant City Attorney

THE CITY OF Fairfax,
VIRGINIA, a municipal corporation of
Virginia

Witness

By: _____
Title: _____
Date: _____

Approved as to form:

Assistant City Attorney

THE CITY OF Falls Church,

VIRGINIA, a municipal corporation of
MEMORANDUM OF UNDERSTANDING
CONCERNING MULTI-JURISDICTIONAL INTERCONNECTION OF
INSTITUTIONAL NETWORK SYSTEMS

[removed for confidentiality]

**2007 Public Safety Interoperable Communications Grant Award
Spend Plan Concurrence**

TO: Virginia Department of Emergency Management
Grant Management Office

FROM: Partners in PSIC Project Connection of I-nets and Creation of Data
Exchange Hubs

SUBJECT: Written Concurrence of the Developed Spending Plan for the 2007 Public
Safety Interoperable Communications (PSIC) Grant

We, the designated agents for the following localities, do affirm that we agree and concur with the spending plan proposed and adopted for the 2007 Public Safety Interoperable Communications (PSIC) Grant Program consisting of \$4,985,641.

As part of the minimum, required 20% jurisdictional match (\$997,128), we shall provide in-kind contributions at least to the level listed below for our respective jurisdictions. The estimates shown below assume FTE staff time contributions as the in-kind contribution to the project and the details of those estimates and the associated personnel job categories will be refined by the Lead Jurisdiction (Fairfax County) working in conjunction with each jurisdiction's designated point of contact.

Jurisdiction	Amount over 9/1/2008 to 3/31/2010	Point of Contact	Phone Number
Alexandria	\$61,000	Mark Penn	703-706-3940 ext. 283
Arlington	\$63,000	Roger Waller	703-228-7501
Fairfax	\$320,000	Michelle Breckenridge	703-324-4504
Prince William	\$45,000	Sean Shrestha	703-792-6880
Loudoun	\$45,000	Scott Bashore	703-771-5578
Manassas	\$46,000	TBD	
Manassas Park	\$46,000	Donald Jemison	703-355-8041
Fairfax City	\$9,800	Gail Bohan	703-385-7896
Total	\$635,800		
Fiber Contributions ¹	\$91,000		
Office space ²	\$270,328		

¹ An estimated \$91,000 is expected to come from fiber and other equipment contributions from Arlington, Alexandria, and Fairfax County jurisdictions. The project is pursuing confirmation of the acceptability of these contributions. If not approved, the jurisdictional in-kind contribution in the chart above could increase to a higher amount per jurisdiction.

² Office space within Fairfax County Government Center for DEH contractor staff for period of 9/1/2008 to 3/31/2010.

2007 Public Safety Interoperable Communications Grant Award
Spend Plan Concurrence

VA Match Total	\$997,128
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As listed in the table above, we shall also provide the contact information for a grants administrator or coordinator to Fairfax County as the Lead Jurisdiction for the project. This person will function as the lead point of contact from each jurisdiction for all coordination, time tracking, and other activities concerning the jurisdictional match contribution within our jurisdiction.

Signatories:

By Anthony H. Griffin 7/22/08
Anthony H. Griffin, County Executive
Fairfax County, Virginia Date

By James K. Hartmann 7-17-08
James K. Hartmann, City Manager
Alexandria, Virginia Date

By Ron Carlee 7/14/08
Ron Carlee, County Manager
Arlington, Virginia Date

By Kirby M. Bowers 7/16/08
Kirby M. Bowers, County Administrator
Loudoun County, Virginia Date

By _____
Lawrence D. Hughes, City Manager
Manassas, Virginia Date

2007 Public Safety Interoperable Communications Grant Award
Spend Plan Concurrence

By Mercury T. Payton, 08/05/08
Mercury T. Payton, City Manager
Manassas Park, Virginia Date

By Craig S. Gerhart, 7/23/08
Craig S. Gerhart, County Executive
Prince William County, Virginia Date

By Robert I. Sisson, 7/31/08
Robert I. Sisson, City Manager
Fairfax City, Virginia Date

June 4, 2008

**2007 Public Safety Interoperable Communications (PSIC) Grant Program SUBGRANT AWARD &
CERTIFICATION OF COMPLIANCE**

Subgrantee: Fairfax County

Project: Connection of i-nets and Creation of Data Exchange Hubs – II 2

As the duly authorized representative of the above listed organization, I hereby accept the subgrant award and certify that I have read and understand the terms and conditions presented in the following documents:

2007 Public Safety Interoperable Communications (PSIC) Grant Program:
http://www.ojp.usdoj.gov/odp/docs/psic_guidance20070816.pdf

Special Conditions

Concurrence Letter

Non-Supplanting Certification

Grant Assurances

Certification Regarding Lobbying

VDEM Grant Application

ANTHONY H. GRIFFIN, COUNTY EXECUTIVE

Signature A7/Gibb Date 8/4/08

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the modification of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of the certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose according. The certification is a material representation of the fact on which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into the transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned state, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instruction. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Applicant's Organization

COUNTY OF FAIRFAX, VIRGINIA

Printed name and title of authorized representation

ANTHONY H. GRIFFIN, COUNTY EXECUTIVE

Signature

ATG:bb

Date

8/4/08

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

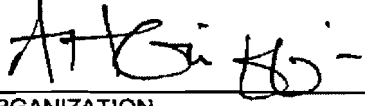
NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

16 29

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 		TITLE COUNTY EXECUTIVE	
APPLICANT ORGANIZATION COUNTY OF FAIRFAX, VIRGINIA		DATE SUBMITTED July 21, 2008	

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth by the Commonwealth of Virginia and the Grant Program Directorate.
2. The recipient agrees that federal funds under this award will be used to supplement, but not supplant, state or local funds for homeland security preparedness.
3. The recipients agrees that the use of funds under this grant will be in accordance with the Fiscal Year 2007 Public Safety Interoperable Communications Grant Program Guidelines and must support the goals and objectives included in the State Homeland Security Strategy.
4. The recipient must submit a Quarterly Progress Report. Failure to provide this information may result in VDEM withholding grant funds from further obligation and expenditure.
5. The recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Grant Programs Directorate, United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security".
6. The recipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."
7. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
8. Approval of this award does not indicate approval of any consultant rate in excess of \$450.00 per day. A detailed justification must be submitted to and approved by Grant Programs Directorate prior to obligation or expenditure of such funds.
9. Drawdown of Funds: Subrecipients may elect to drawdown funds up to 120 days prior to expenditure/disbursement. However, the Commonwealth strongly encourages recipients to drawdown funds as close to expenditure as possible to avoid accruing interest. Funds received by subrecipients must be placed in a interest-bearing account and are subject to the rules outlined in the Uniform Rule 6 CFR part 9, *New Restrictions on Lobbying*, and the Uniform Rule 28 CFR Part 70, *Uniform Administrative Requirement for Grants and Agreements (Including Subawards) with Institutions of Higher Education, Hospitals and other Non-profit Organizations*, at <http://www.gpoaccess.gov/cfr/index.html>.

These guidelines state that subrecipients are required to promptly, but at least quarterly, remit interest earned on advances to:

United States Department of Health and Human Services
Division of Payments Management Services
PO Box 6021
Rockville, MD 20852

Copies of all remittances must be sent to VDEM. Subrecipients may keep interest amounts up to \$100 per year for administrative expenses for all federal grants combined. Subrecipients are subject to the interest requirements of the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205. Interest under CMIA will accrue from the time federal funds are credited to the account until the time the funds are paid.

Jurisdiction COUNTY OF FAIRFAX, VA

Initial ATG

FY 2007 State Homeland Security Program

Non-Supplanting Certification

I certify that any funds awarded under the fiscal year 2007 State Homeland Security Program will be used to supplement existing funds for programs activities, and will not replace (supplant) non-federal funds.

Designated Agent

ANTHONY H. GRIFFIN
Name

ATHG:
Signature

COUNTY EXECUTIVE
Title

COUNTY OF FAIRFAX, VIRGINIA
Agency