

**GRANT AGREEMENT
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES

AND

CITY OF DELRAY BEACH**

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the State of Florida (State), and City of Delray Beach (Grantee), and is effective as of the date last signed. The Department and the Grantee are sometimes referred to herein individually as a “Party” or collectively as the “Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through its Division of State Fire Marshal (Division), has the authority, pursuant to an appropriation of the General Appropriations Act, to grant funds to the Grantee;

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein;

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows:

1. Performance Requirements.

The Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, appendices, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 1, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. Compliance with Laws, Rules, Regulations, and Policies.

The Grantee shall comply with the applicable local, state, and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

3. Agreement Term.

The term of this Agreement is set forth in Section 2., Performance Period, of Attachment 1, SOW.

4. Payment and Funding Considerations.

4.1. Funding. This Agreement shall not exceed the amount of funds stated in Attachment 1, SOW, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State’s and the Department’s performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.

4.2. Payment Process. Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S.,

for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at: <https://myfloridacfo.com/division/aa/vendors>.

- 4.3. Grantee Rights.** A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.
- 4.4. Taxes.** The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.
- 4.5. Invoicing and Acceptance.** All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 32, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.
- 4.6. Final Invoice.** The Grantee shall submit the final invoice to the Department no later than sixty (60) days after the Agreement ends or is terminated; however, the final invoice shall be submitted on or before September 1st following the June 30th ending date of the final State fiscal year in which the project is appropriated funding by the Legislature. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any requests submitted after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.
- 4.7. Expenditures.** All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which may be obtained at: [reference-guide-for-state-expenditures.pdf \(myfloridacfo.com\)](https://myfloridacfo.com/reference-guide-for-state-expenditures.pdf). The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida Legislature, the judicial branch, or a State agency.

5. Governing Laws of the State.

- 5.1. Governing Law.** The Grantee agrees that this Agreement is entered into in the State, and will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

- 5.2. Ethics.** The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but will not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.
- 5.3. Advertising.** Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- 5.4. Sponsorship.** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" must appear in the same size letters or type as the name of the Grantee.

6. Mandatory Disclosure Requirements.

- 6.1. Conflict of Interest.** This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
- 6.2. Convicted Vendor List.** The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017,

F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

6.3. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

6.4. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: “A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”

6.5. Department Inspection of Records. Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee’s financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor’s programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department’s Contract Manager within 10 business days after a request is made to the Contractor.

6.6. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

7. Funding Requirements of Section 215.971(1), F.S.

7.1. The Grantee shall perform all tasks contained in the SOW.

7.2. Receipt by the Grantee of the Department’s written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee’s compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).

- 7.3. If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.
- 7.4. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.
- 7.5. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
- 7.6. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

8. Return or Recoupment of Funds.

- 8.1. If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."
- 8.2. Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

9. Audits and Records.

- 9.1. Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- 9.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 9.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.
- 9.4. The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance or the period required by the General Records Schedules maintained by the Florida Department of State (available at <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>) whichever is longer. The Grantee

shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.070(2)(b)4, F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at the time, and by destroying duplicate records in accordance with section 501.171, F.S., and if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>)

- 9.5. The Grantee shall include the aforementioned audit and recordkeeping requirements in all approved subgrantee agreements and assignments.
- 9.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.
- 9.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.
- 9.8. Grantee shall comply with the applicable requirement of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A refer to "Grantee." All references to "Contract" within Addendum A refer to this "Agreement."

10. Assignments, Subgrants, and Contracts.

- 10.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: (1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; (2) contract its duties or responsibilities under this Agreement out to a third party; or (3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.
- 10.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contractual arrangements must be evidenced by a written document containing all provisions necessary to ensure the

contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

- 10.3.** The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
- 10.4.** The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen percent (15%) of the outstanding balance due (*see* section 287.0585, F.S.).
- 11. MyFloridaMarketPlace.** Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(6)(g), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.
- 12. Non-Discrimination.** The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 13. Duty of Continuing Disclosure of Legal Proceedings and Instances of Fraud.**
- 13.1.** The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Performance Period involving the Grantee, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Performance Period, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which: (1) might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or (2) involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

All notices under this Section must be provided to the Department within thirty (30) business days following the date that the Grantee first becomes aware of any such litigation, investigation, arbitration, or other proceeding (collectively, a "Proceeding"). Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such.

- 13.2. This duty of disclosure applies to each officer and director of the Grantee, subrecipients, or contractors when any proceeding relates to the officer's or director's business or financial activities.
- 13.3. Instances of Grantee operational fraud or criminal activities, regardless of whether a legal proceeding has been initiated, shall be reported to the Department's Agreement Manager within twenty-four (24) hours of the Grantee being made aware of the incident.
- 13.4. The Grantee shall promptly notify the Department's Agreement Manager of any Proceeding relating to or affecting the Grantee's, subrecipient's, or contractor's business. If the existence of such Proceeding causes the State to conclude that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee shall be required to provide the Department's Agreement Manager all reasonable assurances requested by the Department to demonstrate that: (1) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (2) the Grantee and/or its employees, agents, subrecipients, or contractor(s) have not and will not engage in conduct in performance under the Agreement that is similar in nature to the conduct alleged in such Proceeding.

14. Nonexpendable Property.

- 14.1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).
- 14.2. All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement until the property has reached the end of its useful life, or transferred to another entity with the same purpose, upon approval of the Department. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.
- 14.3. The nonexpendable property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes, selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
- 14.4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the

Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.

14.5. The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

14.6. A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not listed in this Agreement (*see* SOW).

14.7. Title (ownership) to all nonexpendable property acquired with funds from this Agreement will be vested in the Grantee, subject to the requirements of Section 15, Disposition of Property, below.

15. Disposition of Property. The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

16. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property. If funding provided under this Agreement is used for the purchase of, or improvements to, real property, such funds are contingent upon the Grantee granting to the Department a security interest in the property in the amount of the funding provided by this Agreement for the purchase of, or improvements to, the real property for five (5) years from the date of purchase, the completion of the improvements, or as further required by law (*see* section 287.05805, F.S.).

17. Insurance.

17.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

17.2. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

18. Intellectual Property Rights. Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

19. Independent Contractor Status. It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.

19.1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.

19.2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

19.3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State nor an agent, servant, or partner of the State as a result of this Agreement.

19.4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.

19.5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.

19.6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

20. Electronic Funds Transfer. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <https://myfloridacfo.com/division/aa/vendors>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

21. Entire Agreement. This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:

- i. Attachment 1, Statement of Work;
- ii. This Agreement document;
- iii. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
- iv. Addendum A, Public Records Requirements;

- v. Attachment 3, Index of Applicable Laws and Regulations;
- vi. Any Appendices;
- vii. Any other Attachments.

22. Time is of the Essence. Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverable(s) under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

23. Termination.

23.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."

23.2. Termination for Cause. The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under: (1) the Agreement; or (2) applicable program laws, rules, and regulations governing the use of funds under this Agreement.

23.3. Termination for Convenience. The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

23.4. Grantee's Responsibilities upon Termination. If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work that has not been terminated by the Department, if any; (3) take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest; and (4) transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

24. Dispute Resolution. Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on

the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys' fees incurred in connection with disputes arising under the terms of the Agreement.

25. No Waiver of Consequences for Failure to Comply. The Department's decision to waive any consequences in one instance does not relinquish the Department's right and ability to impose any consequences in future instances. The Department's failure to enforce, or the Department's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

26. Limitation of Liability. Unless otherwise specifically enumerated in this Agreement, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the Agreement requires the Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department may, in addition to other remedies available to them at law or in equity and upon notice to the Grantee, retain such monies from amounts due the Grantee as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

27. Indemnification.

27.1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

27.2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

27.3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made

by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

28. Force Majeure and Notice of Delay from Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the date the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department's notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.

29. Severability. If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

30. Survival. Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.

31. Execution in Counterparts. The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

32. Contact Information for Grantee and Department Contacts.

Grantee's Payee:	Grantee's Agreement Manager:
City of Delray Beach	David Garcia
501 W Atlantic Avenue	501 W Atlantic Avenue
Delray Beach, FL, 33444	Delray Beach, FL, 33444

(561) 243-7073	(561) 243-7444
floresn@mydelraybeach.com	garciad@mydelraybeach.com

Department's Agreement Manager:

John Kohnke

200 East Gaines Street

Tallahassee, FL 32399

(850) 413-3611

John.kohnke@myfloridacfo.com

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

33. Notices.

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (1) personally delivered; (2) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (3) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (4) on the date actually received, except if there is a date of the certification of receipt, then on that date.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the documents that make up this Agreement, the Parties have caused to be executed this Agreement by their undersigned, duly authorized officials.

CITY OF DELRAY BEACH

DEPARTMENT OF FINANCIAL SERVICES

By

Thomas F. Carney, Jr.

Name

Mayor

Title

Date

By

Name

Title

Date

ATTEST:

By: _____
Alexis Givings, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Lynn Gelin, City Attorney

Attachment 1
STATEMENT OF WORK (SOW)

- 1. Project Description.** The Department, through its Division of State Fire Marshal (Division), has the authority, pursuant to a specific appropriation of the General Appropriations Act, to grant funds to the Grantee. Line 2246 of the General Appropriations Act for the 2025-2026 State fiscal year provides funding for the sustainment of Florida's fire specialty teams, specifically for sustainment of Urban Search & Rescue (US&R), Hazardous Materials (HAZMAT), and Mutual Aid Radio Communications (MARC) and MARC Equipment.

The Grantee has been awarded funding for the 2025–2026 fiscal year in the amount of \$55,000.00. This funding will be used to purchase HAZMAT, as further described in Appendix 1, Itemized Equipment List.

This is a cost reimbursement Agreement. The funding is based on the State's fiscal year.

- 2. Performance Period.** The performance period for this Agreement begins upon full execution of this Agreement by both parties and expires on June 30, 2026. The term of this Agreement may be continued through the appropriations carry forward period for the purpose of submitting documents required in Section 5., Deliverables, as approved by the Department through written notification. The Department shall not be obligated to pay for costs incurred by Grantee related to this Agreement prior to this term beginning date or after this term end date.

- 3. Grantee Responsibilities.** The Grantee shall:

- a. Identify and obtain pre-approval from the Division of the requested items to be procured. Requested items must be allowable based on the guidance provided by the Division of State Fire Marshal.
- b. Upon the Division's request, the Grantee must provide written evidence that all items were competitively procured to the extent required by law.
- c. Receive the equipment as described in Appendix 1, as applicable, in a timely manner not to exceed the Performance Period stated in Section 2., Performance Period.
- d. Provide the Department with sufficient documentation that ensures receipt of the equipment.
- e. Provide the Department with documentation, upon Department's demand, evidencing status reports. Grantee shall provide status report documentation on the US&R, Hazmat & MARC Grant Quarterly Report, incorporated by reference as Attachment 4.
- f. Recipient agrees to participate in disaster and major emergency preparedness planning, training, exercises and response to local, state, and National Emergency Management Assistance Compact deployments as part of the Florida State Emergency Response Team and Emergency Support Function 4 Firefighting and 9 Urban Search and Rescue until such time as both parties agree to end services.

- 4. Department's Responsibilities.**

The Department will monitor the Grantee's progress as it deems necessary to verify that all requirements of the Agreement are being performed in accordance with this Agreement. The Department will review submitted documentation and process payments to the Grantee to reimburse allowable, reasonable, and necessary expenditures, not to exceed \$55,000.00.

The Department will monitor reporting compliance for the Grantee and will notify the appropriate parties of non-compliance.

5. Deliverables.

The Grantee shall complete the following deliverables:

Table 1 Deliverables		
Deliverable No. 1 – US&R Sustainment		
Tasks	Documentation	Financial Consequences
Procurement, receiving, and invoicing for items and/or services as pre-approved by the Division.	<ol style="list-style-type: none"> 1) Invoice in accordance with Section 7., below. 2) The Grantee shall submit copies of: <ol style="list-style-type: none"> a. Invoices. b. Proof of delivery of item(s) with photo evidence of the item(s) received in Grantee custody, proof of receipt of service with service agreement(s), signed shipping tickets by Grantee. c. Cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee's vendor. 	Failure to meet the tasks identified for this Deliverable will result in non-payment until evidence of satisfactory completion of the tasks is received and approved by the Division within the specified Performance Period.
DELIVERABLE 1 ESTIMATED COST \$0.00		
Deliverable No. 2 – HAZMAT Sustainment		
Tasks	Documentation	Financial Consequences
Procurement, receiving, and invoicing for items and/or services as pre-approved by the Division.	<ol style="list-style-type: none"> 1) Invoice in accordance with Section 7., below. 2) The Grantee shall submit copies of: <ol style="list-style-type: none"> a. Invoices. b. Proof of delivery of item(s) with photo evidence of the item(s) received in Grantee custody, 	Failure to meet the tasks identified for this Deliverable will result in non-payment until evidence of satisfactory completion of the tasks is received and approved by the Division within the specified Performance Period.

	<p>proof of receipt of service with service agreement(s), signed shipping tickets by Grantee.</p> <p>c. Cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee's vendor.</p>	
DELIVERABLE 2 ESTIMATED COST \$55,000.00		
Deliverable No. 3 – MARC Sustainment		
Tasks	Documentation	Financial Consequences
Procurement, receiving, and invoicing for items and/or services as pre-approved by the Division.	<p>1) Invoice in accordance with Section 7., below.</p> <p>2) The Grantee shall submit copies of:</p> <p>a. Invoices.</p> <p>b. Proof of delivery of item(s) with photo evidence of the item(s) received in Grantee custody, proof of receipt of service with service agreement(s), signed shipping tickets by Grantee.</p> <p>c. Cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee's vendor.</p>	Failure to meet the tasks identified for this Deliverable will result in non-payment until evidence of satisfactory completion of the tasks is received and approved by the Division within the specified Performance Period.
DELIVERABLE 3 ESTIMATED COST \$0.00		
Deliverable No. 4 – MARC Equipment		
Tasks	Documentation	Financial Consequences
Procurement, receiving, and invoicing for items and/or services as pre-approved by the Division.	<p>1) Invoice in accordance with Section 7., below.</p> <p>2) The Grantee shall submit copies of:</p> <p>a. Invoices.</p> <p>b. Proof of delivery of item(s) with photo</p>	Failure to meet the tasks identified for this Deliverable will result in non-payment until evidence of satisfactory completion of the tasks is received and approved by the

	evidence of the item(s) received in Grantee custody, proof of receipt of service with service agreement(s), signed shipping tickets by Grantee. c. Cleared checks, electronic funds transfers, or bank statements showing that payment was issued to the Grantee's vendor.	Division within the specified Performance Period.
DELIVERABLE 4 ESTIMATED COST \$0.00		
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$55,000.00		

6. Reconciliation Report.

Pursuant to section 215.971, F.S., the Department's Agreement Manager must produce a final reconciliation report reconciling all funds paid out to the Grantee under this Agreement against all funds expended by the Grantee in performance of this Agreement. If the Department's Agreement Manager requests documentation from the Grantee's Agreement Manager for this purpose, Grantee must submit such documentation to the Department within ten (10) business days of receipt of the Department's request.

7. Invoice Submittal and Payment Schedule.

The Grantee shall provide itemized invoices for all portions of the deliverable rendered during that period. After receipt of the invoice, and in accordance with the payment provisions established in Section 4., Payment and Funding Considerations, of the Agreement, the Department shall disburse the amount of funds approved by the Department.

To request reimbursement, the Grantee shall:

- a. Complete the Sustainment Reimbursement Request Form, incorporated by reference as Attachment 5, signed by the Grantee's Agreement Manager certifying that the costs being claimed in the invoice package:
 - i. Are specifically for the project represented to the State in the budget appropriation;
 - ii. Have been paid;
 - iii. Were incurred within the Performance Period as specified in Section 2., Performance Period, above; and
 - iv. Are not a duplicate, and duplicates will not be submitted to another funding source.
- b. All documentation (specified in Section 5., Deliverables) necessary to demonstrate that progress on the project has been made and the work being invoiced has been completed in accordance with the requirements of this Agreement.

The Department may require any other information from the Grantee that the Department deems necessary to verify performance in accordance with this Agreement.

8. Financial Consequences for Failure to Timely and Satisfactorily Perform.

Failure to timely complete the required duties outlined in the SOW shall result in the rejection of the invoice as stated above in Section 5., Deliverables

This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

9. Disposition of Property.

Pursuant to Section 14., Nonexpendable Property, of the Agreement, upon satisfactory completion of the requirements of the Agreement, the Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, the Grantee hereby grants to the Department a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by the Grantee, but not to exceed five (5) years following the termination of the Agreement. The Grantee shall provide written notice of any such planned disposition and await the Department's response prior to disposing the property. "Disposition" as used herein, includes, but is not limited to, the Grantee no longer using the nonexpendable property for the uses authorized herein; and the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. The Department, in its sole discretion, may require the Grantee to refund to the Department the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

- End of Attachment 1 (Statement of Work) -

Appendix 1

Itemized Equipment List

Eligible Items

This is a reimbursement grant agreement to accomplish the scope identified in this agreement. Prior to payment, tasks, deliverables, and reimbursements requests are subject to review and acceptance by Florida Division of State Fire Marshal.

Scope

The recipients will use the awarded amount to reimburse expenditures specific to sustainment of response capabilities. Sustainment consists of maintaining current specialized equipment, and replacing and enhancing equipment and personal protective items listed in the Mutual Aid Radio Cache list. Recipients may only acquire items specific to their specialty team awarded funding that are described on the table below.

Requirements

All proposed equipment purchases must receive prior written approval from the Division of the State Fire Marshal, Preparedness and Response section to ensure compliance with Statewide priorities and the FEMA Authorized Equipment List (AEL) categories. The FEMA AEL tools is accessed at <https://www.fema.gov/grants/tools/authorized-equipment-list>. Recipients shall submit a list of items to purchase including the AEL number prior to purchase. Reimbursements will only be processed for items approved and verified as consistent with the submitted and approved equipment list.

Hazardous Materials

Sub-Category	Description
Equipment Repair and Maintenance	Sensors, calibration, manufacturer maintenance, calibration gas, calibration gas equipment, misc. parts and pieces needed for maintenance. AEL: 21GN-00-MAIN
Radiation Equipment	Equipment designed to detect, identify, quantify alpha, beta, or gamma radiation. AEL: 07RD-01, 07RD-02, 07RD-03, 07RD-04
Detection	Equipment used to detect the presence of a hazard (e.g., gas monitors, stand-off detectors, biological detection, colorimetric kits). AEL: 07BD, 07BS, 07CD, 07CS, 07ED
Identification	Equipment used to identify unknown substances using spectroscopy or similar technologies (e.g., Raman, FTIR, GCMS, Mass Spectrometer). AEL: 07CD-01-FTIR, 07CD-01-DPRS, 07CD-01-DPGC, 07CD-01-DPFP, 07CD-01-DPSI
Personal Protective Equipment	Protective coverings certified to a standard of chemical protection (Level A/B suits, SCBA, gloves,

	boots, etc.). AEL: 01AR, 01CB, 01ID, 01SP, 01VF, 01VT, 01ZA
Decontamination	Equipment designed to remove chemical hazards from personnel, victims, or equipment. AEL: 08D2 – Active Decontamination

Mutual Aid Radio Cache

Onetime non-recurring (\$10,000)

Sub-Category	Description
Tower Maintenance	Tower upgrades/additions
Generator Maintenance	Power cables/adapters
Equipment management and support	Storage cases/containers Cords and cables Power supplies
Tools	General hand tools Test equipment
Computer	Laptop computers Computer periphery Computer storage

Recurring (\$6,500)

Sub-Category	Description
System branding	System logo stickers Unit logo stickers System patches Uniforms Signage PPE
Licensing/subscription	FCC frequency licensing Software licensing Communications subscription services
Equipment maintenance	Repairs Preventative maintenance Programming/tuning
Tower maintenance	Preventative maintenance
Equipment management and support	Supplies
Generator maintenance	Preventative maintenance Repairs

Urban Search & Rescue

Sub-Category	Description
Rescue equipment	Include Hand tools, Rescue tools, gas, pneumatic tools, and accessories'

	Hydraulic tools, Chargers, cords, and supplies K9 search equipment and supplies Rope rescue equipment, soft gear, and hardware Listening devices for search and rescue. Collapse shoring equipment.
Structural Specialist	Building monitoring devices
Logistics	Warehouse tools and loading equipment Base Camp supplies, Tents, and housing accessories PPE, boots, bags, and IFAKs Cases, dollies, pallet jackets. Hand tools, mechanic style with cases
Medical	First aid supplies, assessment/monitoring equipment, and cardiac monitor/AEDs.
Communication	Phones, radios, chargers, cables, wires, and accessories. Comms tools, wire connectors, and accessories. Computers, software, and printers Portable radio tower
Water Rescue	PPE, gear, supplies, PFDS, Dry suits, boating accessories Metal hull or inflatable boat with motor. Engine dolly, and chains. Boat trailers.
HAZ MAT	Air monitors, charges, calibrations equipment and accessories.

ATTACHMENT 2



Department of Financial Services
Division of Accounting and Auditing – Bureau of Auditing

**AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE**

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A grantee that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): John.Kohnke@MyFloridacfo.com

or

Paper (hard copy):
John Kohnke
Department of Financial Services
200 East Gaines Street
Tallahassee, Florida 32399-0340

- b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

EXHIBIT 1

**Federal Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**Compliance Requirements Applicable to the Federal Resources
Awarded Pursuant to this Agreement are as Follows:**

1. Federal Program A:

N/A

2. Federal Program B:

N/A

**State Resources Awarded to the Grantee
Pursuant to this Agreement Consist of the Following:**

Matching Resources for Federal Programs:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: Urban Search And Rescue Training And Expenses

State Awarding Agency: State of Florida, Department of Financial Services

Catalog of State Financial Assistance Title and Number: Urban Search And Rescue Training And Expenses, 43.014

Amount: The amount listed in Section 5., Deliverables, in this Agreement's Attachment 1, Statement of Work.

2. State Project B:

N/A

**Compliance Requirements Applicable to State Resources Awarded
Pursuant to this Agreement Are as Follows:**

The requirements of this Agreement and ch. 2025-198, § 6, at line 2246, Laws of Florida.

Attachment 3
Index of Applicable Laws and Regulations

1. Statutory Requirements:

Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:

Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:

Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

Attachment 4
US&R, Hazmat & MARC Grant Quarterly Report

For use with any deliverable submission including quarterly reports, closeout reports, and financial activities

Grantee:					Agreement #	
Quarter:	Q1 ____	Q2 ____	Q3 ____	Q4 ____	Agreement Closeout ____	

#	Deliverable	Amount Requested
1	SUSTAINMENT	
2	TRAINING	
3	EXERCISE	
4	ADMINISTRATIVE	
TOTAL AMOUNT REQUESTED:		\$0.00
AMOUNT REMAINING:		

I certify that to the best of my knowledge the billed costs are in accordance with the Terms of this Agreement, and that I am authorized to submit this form on behalf of the Grantee. Further, I certify that all costs listed above were incurred solely to fulfill the deliverables in this Agreement. If Agreement Closeout is checked, I certify that the amounts remaining are correct, and I certify the agreement is in closeout.

Print Name of Authorized Official

Title of Authorized Official

Signature of Authorized Official

Signature Date

Report Narrative

Use the space below to provide updates and give details of Deliverable activities performed during the Performance Period. If submitting with a reimbursement, list any irregularities or notes you wish to bring to the Department's attention.

Attachment 5
Sustainment Reimbursement Request Form

Create an item number for each item below. For "Quarterly Report," indicate the quarterly report in which the item was submitted for reimbursement.

Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						
Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						
Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						
Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						
Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						
Item #	Item/Vehicle Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						
Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						
Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						
Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						
Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						
Item #	Item Name	Quarterly Report	Date of Purchase	Date(s) Item Received	Units	Cost Per Unit	Total Cost
	Item Description/Justification						

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. Public Records Access Requirements.

- a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. Public Records Requirements Applicable to All Contractors.

- a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).
- b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.
- c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.
- d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.
- e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.
- f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

Addendum A

3. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., 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 Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: (850) 413-3149
Email: PublicRecordsRequest@myfloridacfo.com
Mailing Address: The Department of Financial Services
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.