

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
POST OFFICE BOX 1529
LAKE CITY, FLORIDA 32056-1529

COLUMBIA COUNTY SCHOOL BOARD ADMINISTRATIVE COMPLEX
372 WEST DUVAL STREET
LAKE CITY, FLORIDA 32055

AGENDA ADDITION

NOVEMBER 16, 2017

5:30 P.M.

Ben Scott, County Manager

- (1) Columbia County Fire Rescue Acceptance of Awarded Florida Firefighter Assistance Grant**



Fire Chief
Jeffrey Crawford

COLUMBIA COUNTY FIRE RESCUE

509 SW Bascom Norris Dr., Lake City, FL 32025
Office (386) 754-7057 Fax (386) 754-7064

MEMORANDUM

DATE: November 16, 2017

TO: Ben Scott

FR: Jeffery Crawford

RE: Florida Firefighter Assistance Grant Program

I am requesting approval to accept a grant through the Division of State Fire Marshal. The original request of the grant was for \$60,004 for 25 sets of PPE. I was notified that we would not receive the grant for the original amount requested. At that time, I thought we were out of the process. At a later date, I received another email stating that we would be receiving a grant for \$11,523.30 to purchase 5 sets of PPE. When that email came, I thought it was another part of the denial process and did not realize that we had been awarded the money to buy 5 sets of PPE until today. I realize it is very short notice but I am requesting that the contract be put on the agenda for the 11/16/17 board meeting so that we will not miss out on this opportunity to help provide PPE at no cost to the county.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER
STATE FIRE MARSHAL
STATE OF FLORIDA

October 30, 2017

RETURN RECEIPT MAIL

Columbia County Fire Rescue
509 SW Bascom Norris Drive
Lake City, FL 32025

Re: Florida Firefighter Assistance Grant Program

Dear Chief Crawford:

On behalf of the Division of State Fire Marshal, we are pleased to inform you that your grant application submitted under the Fiscal Year 2017/18 Florida Firefighter Assistance Grant Program has been approved. The Bureau of Fire Standards and Training carries out the responsibilities of administering your grant. The approved project is to purchase five (5) sets of Personal Protective Equipment not to exceed a cost of \$11,523.30. There would be no cost to you, unless you exceed the maximum amount of the award.

In order for your department to participate in this grant award, you are required to accept the grant award within 30 calendar days of receipt. Please send your acceptance/denial email to firefightergrant@myfloridacfo.com. Additionally, the department/fire service provider is required to approve and execute the Agreement and submit a copy by email to firefightergrant@myfloridacfo.com and mail two (2) copies of the original to:

Bureau of Fire Standards and Training
Attn: Charles Frank
11655 NW Gainesville Rd
Ocala, FL 34482-1486

If you have any questions, concerns, or need assistance with regards to this process, please call Charles Frank at 352-369-2830.

A handwritten signature in cursive script that reads "Charles Frank".

Charles Frank

Cc: Michael Tucker, Chief
Att: Grant Agreement

CHARLES FRANK • STATE VOLUNTEER FIRE COORDINATOR
STATE FIRE MARSHAL • BUREAU OF FIRE STANDARDS AND TRAINING
11655 NW GAINESVILLE ROAD • OCALA, FLORIDA 34482-1486 • TEL. 352-369-2830 • FAX 352-732-1374
EMAIL • CHARLES.FRANK@MYFLORIDACFO.COM
AFFIRMATIVE ACTION • EQUAL OPPORTUNITY EMPLOYER

**GRANT AGREEMENT
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES
AND
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by and between the Department of Financial Services (the “Department”), an agency of the state of Florida (“State”) and the Columbia County Board of County Commissioners (“Grantee” or “Recipient”), 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 Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal (“Division”) to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities; and

WHEREAS, the Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey; and

WHEREAS, the purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter personal protective equipment, self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment; and

WHEREAS, the Florida Legislature has appropriated funds for the 2017-2018 fiscal year to the Department to implement section 633.135, F.S., for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth herein and in Rule 69A-37.502, Florida Administrative Code (F.A.C.); and

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. Services and Performance Requirements:

The Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits, which are incorporated by reference herein. The services are more specifically described in Attachment 2, Statement

of Work (“SOW”). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. Incorporation of Laws, Rules, Regulations, and Policies:

The Parties shall be governed by applicable state and federal laws, rules, and regulations, including, but not limited to, those identified in this Agreement.

3. Agreement Duration:

The term of this Agreement is identified in the SOW. The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement’s effective date or after its ending date. The Grantee acknowledges that while no extension of this Agreement is contemplated, if an extension is necessary due to events beyond the control of the Grantee, any consideration of an extension will be subject to the availability of funds and further conditioned upon the Grantee’s satisfactory performance of all duties and obligations hereunder, as determined by the Department. This Agreement may not be renewed.

4. Agreement Payment and Funding Considerations:

4.1. This Agreement is a cost-reimbursement agreement, not to exceed the amount of funds stated in Attachment 1, Specific Grant Awards. Such funds shall be paid by the Department in consideration for the Grantee’s provision of services 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 the rendering of services, as described in the SOW. To obtain the applicable interest rate, please refer to <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.

4.3. Vendor 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 payment of State sales and use taxes and from Federal Excise Tax. Unless otherwise specifically stated herein, the Grantee shall not be exempt from the payment of State sales and use taxes and Federal Excise Tax solely by virtue of the Department’s exemption there from and shall be responsible for the payment of any such taxes incurred pursuant to this Agreement unless the Grantee has obtained its own exemption, independent of the Department’s exemption. 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. Payment Processing. All charges for services rendered 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. All payments for the work to be performed by the Grantee and authorized expenses, made to the Grantee by the Department pursuant to this Agreement, will be paid to the Grantee only upon the timely and satisfactory completion of all services and fulfillment of other

compliance requirements of the SOW and upon the written acceptance of said services by the Department's designated contract manager (Contract Manager) identified in Section 32.1 below. Interim payments may be made by the Department at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date have first been accepted in writing by the Department's Contract Manager.

5. Requirements of the Reference Guide for State Expenditures:

The Grantee shall submit invoices for fees or other compensation for services or expenses in accordance with the requirements of the State Reference Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/) in sufficient detail for a proper pre-audit and post-audit thereof. The Grantee must submit invoices in accordance with the time requirements specified in the SOW.

6. Governing Laws of the State:

6.1. Governing Law: The Grantee agrees that this Agreement is executed and entered into in the State, and shall 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 shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial. Except as otherwise provided by law, each Party agrees to be responsible for its own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

6.2. Lobbying and Integrity: The Department shall ensure compliance with section 11.062, F.S., and section 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 shall 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 3, Audit Requirements. Only the provisions applicable to State funding in Attachment 3, Audit Requirements, are applicable to this grant.

6.3. 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.

- 6.4. Sponsorship:** As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program 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" shall appear in the same size letters or type as the name of the Grantee.

7. Mandatory Disclosure Requirements:

- 7.1. 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.
- 7.2. Convicted or Discriminatory Vendors:** The Grantee shall disclose to the Department if the Grantee is on the convicted vendor list pursuant to section 287.133(2)(a), F.S., or if it or any of its affiliates, as defined by section 287.134(1)(a.), F.S., appear on the discriminatory vendor list. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a proposal on a contract to provide any goods or services 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 pursuant to limitations under Chapter 287, F.S.
- 7.3. Employment Eligibility Verification:**
- 7.3.1.** The Grantee is responsible for payment of costs if any, and retaining records relating to, employment eligibility verification. These records are exempt from Chapter 119, F.S. Verification requires the following:
- a) The Chief Financial Officer has directed, in cooperation with the Governor's Executive Order 11-116, that the Grantee must participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" with the federal Department of Homeland Security governing the program if any new employees are hired to work on this Agreement during the term of this Agreement. The Grantee agrees to provide to the Department, within thirty days of hiring new employees to work on this Agreement, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program. Information on "E-Verify" is available at the following website: www.dhs.gov/e-verify; and,
 - b) The Grantee further agrees that it will require each subcontractor that performs work under this Agreement to enroll and participate in the E-Verify Program if the subcontractor hires new employees during the term of this Agreement. The Grantee shall include this provision in any subcontract and obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Department upon request.
- 7.3.2.** Compliance with the terms of this Employment Eligibility Verification provision will be an express condition of this Agreement and the Department may treat a failure to comply as a material breach of this Agreement.

7.3.3. In the event legislation authorizes an alternative option as proof of legal status, the Grantee may use the process authorized by such legislation upon its passage.

7.4. **Public Records:** Grantee shall comply with the applicable requirements of Attachment 4, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Attachment 4 shall refer to "Grantee."

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

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

8.2. 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).

8.3. 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.

8.4. The Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the duration of this Agreement.

8.5. The Grantee shall refund to the Department any balance of unobligated funds which has been advanced or paid to the Grantee.

8.6. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

9. **Advances.** Advances are not authorized under this Agreement.

10. **Final Invoices:** The Grantee shall submit its final invoices for payment to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department, in its sole discretion, may refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

11. Return or Recoupment of Funds:

11.1. In the event that the Grantee or its independent auditor, if applicable, discovers that 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. In the event that 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. Refunds should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."

11.2. Notwithstanding the damages limitations of Section 29, if the Grantee's non-compliance with any provision of this Agreement results in additional cost or monetary loss to the Department or the State, the Department may recoup that cost or loss from monies owed to the Grantee under this Agreement or any other Agreement between the

Grantee and any State entity. In the event that the discovery of this cost or loss arises when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such cost or loss in full to the Department within thirty (30) days of the date of notice of the amount owed, unless the Department agrees, in writing, to an alternative timeframe.

12. Audits and Records:

- 12.1. Representatives of the Department, the Chief Financial Officer of the State, the Auditor General of the State, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the federal government or the duly authorized representatives of any of the above shall, during normal business hours and with advanced notice, 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.
- 12.2. The Grantee shall maintain books, records, and documents in accordance with accounting procedures and practices generally accepted by the applicable industry which sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 12.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 3, Audit Requirements; and, if an audit is required thereunder, the Grantee shall disclose all related party transactions to the auditor.
- 12.4. 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 3, Audit Requirements. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon request of the Department.
- 12.5. The Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.
- 12.6. 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 shall include, but shall not be 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.
- 12.7. 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 subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

13. Duty of Continuing Disclosure of Legal Proceedings: N/A

14. Assignments and Subcontracts:

- 14.1. Unless otherwise specified in the SOW, all services contracted for are to be performed solely by the Grantee and may not be subcontracted or assigned without the prior written consent of the Department. Any sublicense, assignment, or transfer occurring without the prior written consent of the Department, shall be null and void.

- 14.2. The Grantee agrees that the State shall at all times be entitled to assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental agency in the State, upon giving prior written notice to the Grantee.
- 14.3. The Grantee agrees to make payments to the subcontractor(s), 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 subcontractor(s). Unless the Grantee and the subcontractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subcontractor(s), if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subcontractor 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 shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
15. **MyFloridaMarketPlace:** If applicable, the Grantee agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.030, Florida Administrative Code (F.A.C.), and that it will maintain eligibility for this Agreement through the MyFloridaMarketplace.com system. Disbursements of State financial assistance to a recipient are exempt from the Transaction Fee pursuant to Rule 60A-1.032(1)(i), F.A.C., and section 14 of PUR 1000. Payments will be made according to the SOW and not through the MyFloridaMarketplace.com system.
16. **Nonexpendable Property:**
- 16.1. For the requirements of this Section of this 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, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
- 16.2. The Grantee shall have ownership of all PPE, SCBA, or pumper fire apparatus purchased under this Agreement. All nonexpendable property purchased under this Agreement shall be listed on the property records of the Grantee. The records shall include, at a minimum, the following information for each item: property tag identification number; description of the item; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); date of acquisition; and the current condition.
- 16.3. PPE and SCBA property shall 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 written permission of, and in accordance with instructions from, the Department. "Dispose of" or "disposition of" as used in this Section, shall include, but is not limited to, the Grantee no longer using the nonexpendable property for the uses authorized herein or the sale, exchange, transfer, trade-in, loan, or discarding of any such nonexpendable property.
- 16.4. 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. Promptly upon discovery, the Grantee shall notify the Department, in writing, of any property loss with the date and reason(s) for the loss.

- 16.5. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
- 16.6. PPE shall only be assigned to firefighters that are on the roster of the Grantee and recorded in the Division's online electronic database. SCBA property may be shared to facilitate all-hazard responses with other fire service providers during emergency responses.
- 16.7. The pumper fire apparatus shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. The pumper fire apparatus shall not be modified by any means without the prior written approval of the Department. If the Grantee has received a grant to replace an unsafe fire apparatus, the Grantee is required to permanently remove the replaced vehicle from its vehicle inventory until deemed to be safe for operation by a certified Emergency Vehicle Technician. The Grantee shall not gift, sell, or transfer the unsafe fire apparatus to any other fire service provider.

17. 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 arises, 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.

- 18. Additional Requirements Applicable to the Purchase of or Improvements to Real Property:** Pursuant to section 287.05805, F.S., 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 or the completion of the improvements or as further required by law.

19. Data Security and Information Resource Acquisition: N/A

20. Insurance:

- 20.1. During the duration of this Agreement, the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee, and failure to maintain such coverage may void this 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 shall be through insurers licensed and authorized to write policies in Florida. In addition, the Grantee shall maintain insurance as required in Section B.9. of Attachment 2, Statement of Work.
- 20.2. 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 shall be the sole responsibility of the Grantee.

21. Patents, Copyrights, and Royalties: N/A

22. Ownership of 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.

23. Independent Contractor Status: In the Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Grantee is at all times 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 shall be deemed to constitute a partnership or joint venture between the Parties.

23.1. Except where the Grantee is a state agency, the Grantee, its officers, agents, employees, subcontractors, 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. Nor shall the Grantee represent to others that, as the Grantee, it has the authority to bind the Department unless specifically authorized to do so.

23.2. The Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.

23.3. Unless justified by the Grantee, and 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, or clerical support) to the Grantee or its subcontractor or assignee.

23.4. 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 it is in compliance with law with regard to benefits and necessary insurance for its employees, subcontractors, and other agents (health, workers' compensation, reemployment assistance benefits).

23.5. The Grantee, at all times during this Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

24. Electronic Funds Transfer: The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <http://www.myfloridacfo.com/Division/AA/Forms/Vendor%20Relations/DFS-A1-26E%20Direct%20Deposit-Vendors.pdf>

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

25. Entire Agreement: This Agreement, including all attachments and exhibits, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflict shall be resolved in accordance with the order of precedence as stated in the SOW.

26. Time is of the Essence: Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance of the Grantee's obligation to timely provide deliverables under this Agreement, including, but not limited to, timely submittal of reports, are contained in the SOW.

27. Termination:

27.1. Termination Due to the Lack of Funds: If funds are not appropriated or available for the purposes stated in this Agreement, such event will not constitute a default on the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are not appropriated or available. In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Department may terminate this Agreement upon no less than twenty-four (24) hour notice in writing 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." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

27.2. Termination for Cause: The Department may terminate this Agreement if the Grantee fails to: (1) deliver the services within the time specified in this Agreement or any extension thereto; (2) maintain adequate progress, thus endangering performance of this Agreement; (3) honor any term of this Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this 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 program laws, rules, and regulations governing the use of funds under this Agreement.

27.3. Termination for Convenience: The Department, by written notice to the Grantee, may terminate this Agreement in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Grantee shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of this Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. Dispute Resolution: Unless otherwise stated in the SOW, disputes concerning the performance of this Agreement shall be decided by the Department, who shall reduce the decision to writing and serve a copy on the Grantee. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of this Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, each Party agrees to be responsible for its own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

29. Indemnification (NOTE: 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 for the other Party for the other Party's negligence):

29.1. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors 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, or subcontractors, 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.

- 29.2.** 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, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall 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 this Agreement or the purchase order. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such a 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 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.
- 29.3.** 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 shall not be unreasonably withheld.

30. 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 the negligence of the Party or its employees, subcontractors, 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 subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delays or disruptions in the Party's performance of any obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under this Agreement by one Party to the other. In the case of any delay the Grantee believes is excusable under this paragraph, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or, (2) within five (5) calendar days after the date the Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** 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 paragraph and will notify the Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for direct, indirect,

consequential, impact, or other costs, expenses, or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If the Grantee's performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to the Department or the State, in which case the Department may do any or all of the following: (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to the Department with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

31. Severability: If any provision, in whole or in part, of this Agreement 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.

32. Execution in Counterparts: This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

32.1. Contact Information for Grantee and Department Contacts:

Grantee's Payee:

Grantee's Contract Manager:

Name:	Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

Department's Contract Manager:

Charles Frank, State Volunteer Fire Coordinator
 Bureau of Fire Standards and Training
 Division of State Fire Marshal
 11655 NW Gainesville Road
 Ocala, FL 34482
 Telephone number: (352) 369-2800
FirefighterGrant@myfloridacfo.com

32.2. In the event that any of the contact information provided above changes, including the designation of a new Contract Manager, after the execution of this Agreement, the Party making such change will notify all other Parties in writing of such change. Such notice is sufficient to effectuate the changes without requiring a written amendment to this Agreement.

33. Notices: The contact information provided in accordance with Section 32.1 above shall be used by the Parties for all communications under this Agreement. Where the term “written notice” is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when 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); (iii) 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 (iv) shall be deemed received on the date actually received except where there is a date of the certification of receipt.

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

Grantee:

Department of Financial Services:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1, Specific Grant Awards

The Department has established a final funding award for Grantee in an amount not to exceed \$11,523.30 for the grant period during the 2017-2018 State fiscal year.

Per the Grant Award Letter, Grantee is authorized to expend grant funds for the following:

To purchase five (5) Personal Protective Equipment (PPE)

Grantee shall submit all supporting documentation to the Department in accordance with the requirements of Attachment 2, Section 4, Deliverables, of this Agreement:

Deliverable 2 – Authorized Equipment Purchases.

Agreement Attachment 2, Statement of Work

A. SCOPE OF WORK

Project Description: The Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities. The Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey. The purpose of the grants is to provide funding to such fire departments to use to provide volunteer firefighter training and procure necessary firefighter personal protective equipment, self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment. The Division shall prioritize the annual award of grants to combination fire departments and volunteer fire departments demonstrating need as a result of participating in the annual Florida Fire Service Needs Assessment Survey.

Grantees shall only use funds to:

- (i) Conduct the practical skill training for the Division-provided on-line training contained in the volunteer firefighter curriculum defined in paragraph 69A-37.055(2)(a), F.A.C.
- (ii) Purchase firefighter personal protective equipment, including structural firefighting protective ensembles and individual ensemble elements such as garments, helmets, gloves, and footwear, that complies with NFPA® No. 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting Handbook (2014 Edition).
- (iii) Purchase self-contained breathing apparatus equipment that complies with NFPA® No. 1852, Standard on Selection, Care, Maintenance of Open-Circuit Self-Contained Breathing Apparatus (SCBA) (2013 Edition).
- (iv) Purchase fire engine pumper apparatus equipment. Funds may be used to purchase equipment or subsidize a federal grant from the Federal Emergency Management Agency (FEMA) to purchase the equipment. Such equipment may be new or refurbished and must comply with the standards in Chapter 5 of NFPA® 1901 (2016 Edition).

1. Definitions:

The following definitions apply to the Agreement and its attachments:

- a. **“Combination fire department”** means a fire service provider utilizing a combination of volunteer and career firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
- b. **“Volunteer fire department”** means a fire service provider utilizing only volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
- c. **“Fire service provider”** means a municipality or county, the state, the Division, or any political subdivision of the state, including authorities and special districts, that employs firefighters or uses volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property. The term includes any

organization under contract or other agreement with such entity to provide such services.

- d. **“NFPA”** means the National Fire Protection Association.
- e. **“Personal protective equipment”** (PPE) means the firefighter personal protective equipment, including structural firefighting protective ensembles and individual ensemble elements that complies with NFPA® 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting Handbook (2014 Edition). For purposes of the Firefighter Assistance Grant Program, one set of PPE includes the following:
 - 1. One coat;
 - 2. One pair of pants;
 - 3. One helmet;
 - 4. One pair of gloves;
 - 5. One protective hood;
 - 6. One faceshield or goggles;
 - 7. One pair of footwear; and
 - 8. One pair of suspenders.
- f. **“Self-contained breathing apparatus”** (SCBA) means the breathing apparatus that complies with the NFPA® 1852, Standard on Selection, Care, Maintenance of Open-Circuit Self-Contained Breathing Apparatus (SCBA) (2013 Edition). SCBA issued under this grant program shall have automatic–on or integrated personal alert safety system (PASS) devices. For purposes of the Firefighter Assistance Grant Program, one SCBA set includes the following:
 - 1. One high pressure tank;
 - 2. One pressure regulator;
 - 3. One face mask;
 - 4. One personal alarm device; and
 - 5. One SCBA harness.
- g. “Pumper fire apparatus” means a vehicle designed to be used by a fire service provider under emergency conditions to transport personnel and equipment, and to support the suppression of fires and mitigation of other hazardous situations. This definition does not include aerial devices. For purposes of the Firefighter Assistance Grant Program, this apparatus shall fully comply with Chapter 5 of the NFPA® 1901, Standard for Automotive Fire Apparatus (2016 Edition).

2. The Grantee’s Responsibilities:

- a. The Grantee shall perform the following tasks:
 - 1) Provide to the Department within 30 calendar days of grant award notification an itemized list of PPE, SCBA, or pumper fire apparatus to be purchased under this Agreement. This itemized list must include an expected cost per item.
 - 2) Provide to the Department an itemized list of training conducted within 30 calendar days after completion of the training. All training must be completed by the ending date of this Agreement. The list must provide the names of the students trained, dates the training was conducted, the instructor’s name and certification number, the location of the final practical skills training, and the location of live fire training.
 - 3) Provide to the Department all documentation supporting the purchase, delivery, and receipt of PPE, SCBA, or pumper fire apparatus identified as part of the grant award within 30 days of receiving such equipment.

- 4) Provide to the Department all documentation supporting the purchase and receipt of training identified as part of the grant award within 30 days of receiving a Volunteer Firefighter Certificate of Completion.
 - 5) Within 30 calendar days after submission of final invoices, the grantee shall return any unspent funds to the Department.
- b. Performance Requirements for Deliverables:
- 1) Maintain all fire department profile and roster records within the electronic online database of the Bureau of Fire Standards and Training.
 - 2) Submit all incident reports to the Florida Fire Incident Reporting System (FFIRS) for 12 months following the effective date of this Agreement.
 - 3) Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three years or having a compliance inspection conducted before the grant funds are awarded.
 - 4) Maintain a written Agreement with the fire service provider under which the fire department is operating.

3. The Department's Responsibilities:

- a. Provide the online Firefighter 1 training program, delivered by the Bureau of Fire Standards and Training, needed to achieve Volunteer Firefighter Certificate of Completion.
- b. Provide reimbursement of pre-approved instructional costs incurred by the grantee to complete practical skill training.
- c. Conduct all verification activities associated with the Grantee's payment for, and possession of, PPE, SCBA, pumper fire apparatus, and training identified as part of the grant award.
- d. Verify and collect any unspent funds from Grantee that were not expended in accordance with the grant award and the requirements herein.

4. Deliverables:

The Grantee shall provide the following services as specified:

Deliverable 1 - Authorized Training		
Tasks	Performance Measures and Due Date	Financial Consequences
As described in Attachment 1, Specific Grant Awards.	Submit to the Department copies of canceled checks or any other proof of payment for the pre-approved instructor cost no later than 30 calendar days after the Agreement ends.	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the training.

Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to the Department a copy of the agreement with the fire service provider within 30 calendar days from the effective date of this Agreement.	Funds expended for training will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the training.
Deliverable 1 payment amount not to exceed: N/A		
Deliverable 2 – Authorized Equipment Purchases		
Tasks	Performance Measures and Due Date	Financial Consequences
As described in Attachment 1, Specific Grant Awards	Submit to the Department a copy of vendor quotes showing itemized list of equipment to be purchased, cost, and estimated delivery date within 30 calendar days from acceptance date of this Agreement. Submit to Department copies of shipping/packaging documents clearly demonstrating the equipment has been received within 30 calendar days of receiving such equipment	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
Maintain a written agreement between the fire service provider and the fire department during the grant period.	Submit to Department a copy of the agreement with the fire service provider within 30 calendar days from the effective date of this Agreement.	Funds expended for equipment will be reimbursed on a per item basis only if the receipts and other documentation submitted validate compliance with all stated terms and conditions for the equipment.
Deliverable 2 payment amount not to exceed: \$11,523.30		

Expenditure and Reconciliation Report:

The Grantee's Contract Manager shall reconcile and verify all funds received against all funds expended during the Agreement period. See Section B.3. below for further detail regarding the reporting of expenditures.

B. SPECIAL PROVISIONS

1. Agreement Duration:

The term of the Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the state's fiscal year in which the grant was awarded.

2. Demonstration of Performance:

The Grantee must demonstrate the provision of deliverables under the Agreement as part of its presentation of Deliverables for acceptance. Tangible deliverables shall be presented to the Department's Contract Manager for acceptance. If a Deliverable is intangible, the Grantee shall provide written correspondence as evidence of the provision of the Deliverables as described in Section A.4. The Department may independently verify the provision of Deliverables beyond the methods described in this Section.

a. Acceptance of Deliverables.

In the event that the Department rejects a Deliverable, all costs associated with correction of that Deliverable shall be at the Grantee's expense. The Grantee shall work diligently to timely correct all deficiencies noted by the Department. Final acceptance of the Deliverable shall be considered to occur when the Deliverable has been approved by the Department.

b. Completion Criteria and Date.

The Agreement will be considered complete upon acceptance by the Department of all of the Deliverables required under the Agreement. The final date for completion of the Agreement shall not exceed the Agreement duration, including any executed renewals or extensions.

3. Payment Amount, Invoice Submittal, and Payment Schedule:

The Agreement is a fixed rate agreement. The payment obligation of the Department shall not exceed the annual amount stated in Agreement Attachment 1, Specific Grant Awards, during the State fiscal year. The Department agrees to disburse funds under the Agreement in accordance with Attachment 1 according to the amount calculation methodology identified per deliverable in Attachment 1. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Agreement Section 8, entitled "Funding Requirements of section 215.971, F.S.," the Grantee's entitlement to retain funds paid by the Department is dependent upon the amount of allowable costs incurred and expended by Grantee in carrying out the Agreement.

Grantee shall provide an invoice(s) for all services rendered. The documents, as identified in Section A.4, and any other documentation necessary to support payment requests, shall be submitted with the itemized invoices.

The Department may require any additional information from the Grantee that the Department deems necessary to verify that the services have been rendered under the Agreement.

In the event of early termination, the Department shall only pay for completed and accepted services.

4. **Travel and Expenses:** Per diem and travel expenses are not authorized and will not be reimbursed under this Agreement.
5. **Financial Consequences for Failure to Timely and Satisfactorily Perform:** Failure to comply with the applicable technical requirements as identified in the SOW will result in automatic task rejection and the deliverable shall not be invoiced or paid until correction of the task. Failure to complete the required duties as outlined in the SOW shall result in the rejection of the invoices. Failure to complete all deliverables in accordance with the requirements of the Agreement, and in particular, as specified above in Section A.4., Deliverables, will result in assessment by the Department of the specified financial consequences. If applicable, should the Parties agree to a corrective action plan, the plan shall specify the applicable financial consequences to be applied after the effective date of the corrective action plan.

This provision for financial consequences shall in no manner affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

6. **Notification of Instances of Fraud:** Instances of Grantee operational fraud or criminal activities shall be reported to the Department's Contract Manager within twenty-four (24) hours of being made aware of the incident.
7. **Grantee's Responsibilities upon Termination:** If the Department issues a Notice of Termination to Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:
 - a. Stop work under the Agreement on the date and to the extent specified in the notice.
 - b. Complete performance of such part of the work as shall not have been terminated by the Department.
 - c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession of Grantee and in which the Department has or may acquire an interest.
 - d. Upon the effective date of termination of the Agreement, Grantee shall transfer, assign, and make available to the Department all property and materials belonging to the Department. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.
8. **Non-Discrimination:** Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.
9. **Insurance Coverage:** In addition to the insurance coverage requirements of Sections 20 and 23 of this Agreement, if the Grantee is authorized to purchase pumper fire

apparatus under this Agreement, the Grantee shall obtain and maintain insurance coverage sufficient to satisfy the minimum legal requirements for operation of the apparatus and to provide, at a minimum, replacement cost value coverage for the apparatus while the apparatus is licensed or for the five-year period following termination of this Agreement, whichever timeframe ends first.

10. Limitation of Liability:

- a. For all claims against Grantee under the Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the dollar amount of this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in the Agreement.
- b. , Neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records, even if the Party has been advised that such damages are possible. Neither 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 equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

11. Records Retention:

The Grantee shall retain records demonstrating its compliance with the terms of the Agreement five (5) years after the expiration of the Agreement and all pending matters, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(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 that 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).

See <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>

12. Attachments and Exhibits:

Attached to and made part of the Agreement are the following Attachments and Exhibits, each of which is incorporated into, and is an integral part of, the Agreement. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:

- i. Attachment 1, Specific Grant Awards
- ii. Attachment 2, Statement of Work
- iii. Standard Grant Agreement
- iv. Attachment 3 and Exhibit 1 to Attachment 2: Audit Requirements
- v. Attachment 4, Public Records Requirements

- End of Agreement Attachment 2, Statement of Work -

Agreement Attachment 3 and Exhibit 1 to Attachment 3, Audit Requirements

AUDIT REQUIREMENTS

The administration of resources awarded by the Department to the recipient 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 OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by the Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the recipient regarding such audit. The recipient 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 recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient 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 by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Title 2 CFR Part 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or

after December 26, 2014. Please refer to 2 CFR Part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at:
<http://www.myflorida.com/audgen/pages/flsaa.htm>

PART III: OTHER AUDIT REQUIREMENTS: NA

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - A. The Department at each of the following addresses:

Electronic copies (preferred): FirefighterGrant@MyFloridaCFO.com

or

Paper (hard copy):
Charles Frank, State Volunteer Fire Coordinator
Bureau of Fire Standards and Training
Department Financial Services
11655 NW Gainesville Road
Ocala, FL 34482

- B.** The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C.** Other Federal agencies and pass-through entities in accordance with sections .320 (e) and (f), OMB Circular A-133, as revised.

- 2.** Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at each of the following addresses:

Electronic copies (preferred): FirefighterGrant@MyFloridaCFO.com

or

Paper (hard copy):
Charles Frank, State Volunteer Fire Coordinator
Bureau of Fire Standards and Training
Department Financial Services
11655 NW Gainesville Road
Ocala, FL. 34482

- 3.** Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A.** The Department at each of the following addresses:

Electronic copies (preferred): Audit@DEPARTMENT.myflorida.com

or

Paper (hard copy):

Department Financial Services
(Attn: Charles Frank)

11655 NW Gainesville Road
Ocala, FL 34482

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, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Department of Financial Services
(Attn: Charles Frank)
11655 NW Gainesville Road
Ocala, FL 34482

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DFS, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DFS, or its designee, 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 DFS. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and

resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 3

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING: N/A**

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: N/A**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

MATCHING RESOURCES FOR FEDERAL PROGRAMS: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: State Awarding Agency: Department of Financial Services
Catalog of State Financial Assistance Title and Number: CSFA # 43.006
*Not to exceed \$1,000,000.00 for all grants awarded under the Firefighter Assistance Grant
Program for State Fiscal Year 2017-2018.*

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

The requirements of this Grant Agreement, section 633.135, F.S., and Rule 69A-37.502, F.A.C.

NOTE: Title 2 CFR § 200.331, as revised, and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 4, Public Records Requirements

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 are confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other 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 shall contain the Contract name and number, and shall 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 shall 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 shall 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 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 shall 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.

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:

- (1) Keep and maintain Public Records required by the Department to perform the service.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.

(6) 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: PublicRecordsInquiry@myfloridacfo.com

**Mailing Address: The Department of Financial Services
Office of the General Counsel, Public Records
200 E. Gaines Street, Larson Building
Tallahassee, Florida 32399-0311**