

Additional Terms and Conditions for Rural and State Grant

S22-23-01-45

This Grant Agreement is entered into by and between the Florida Department of Management Services (the “Department” or “DMS”) and **Pinellas** County BOCC (“Grantee”), collectively referred to as the “Parties.” The terms of this document supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the “Application”), and the Grantee’s award letter.

1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee’s award letter, and this document, including its attachments and exhibits (hereinafter collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:
 - 1.1.1. this document;
 - 1.1.2. Attachment 1, Audit Requirements for Awards of Assistance (with its Exhibit 1);
 - 1.1.3. the Grantee’s award letter; and
 - 1.1.4. the Grantee’s submitted Application.
- 1.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.
- 1.3. The term of this agreement begins on **January 19, 2023** and ends on **March 24, 2025**.
- 1.4. The parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the “Applicable Statutes and Regulations” table below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grants awards.
 - 1.4.1. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. This Agreement shall not exceed the amount specified on the Grantee’s award letter, 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. No renewals of this Agreement are available.
- 1.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement
 - 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

3. OBLIGATION TO PAY

The State's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. MODIFICATION

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to 911 Console Furniture		
Performance Standard	Documentation	Financial Consequences
<p><i>Complete all work for the 911 Console Furniture Project in accordance with the Grantee's contract with its vendor. Grantee shall attach this contract, which shall include redactions with applicable exemptions for public records within section 119.071, Florida Statutes.</i></p>	<ol style="list-style-type: none"> 1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of: <ol style="list-style-type: none"> a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables. 	<p>If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:</p> <ol style="list-style-type: none"> 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. <p>DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.</p>
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$338,521.90		

5. CONTACTS

5.1. The Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

- 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
- 5.1.2. Review all documentation for which the Grantee requests payment; and
- 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Managers responsible for the administration of this Agreement are:

Sarah G. Mashburn
4030 Esplanade Way
Tallahassee, FL 32399
E911boardelectronicgrantreports@dms.fl.gov

5.2. The Grantee's Agreement Manager is responsible for monitoring performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the E911 Board in accordance with Section 9.0 of the Application.

The Grantee's Agreement Manager responsible for the administration of this Agreement is:

Judith Weshinskey-Price
10750 Ulmerton Rd.
Largo, FL. 33774
Jweshinskey-price@pinellascounty.org

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

6. AUDIT REQUIREMENTS

6.1. The Grantee shall retain all its 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 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

- 6.2. 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.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006 Florida Administrative Code (F.A.C), the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other State official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above 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/>).
- 7.3 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 this 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" (2006). See <http://csrc.nist.gov>.
- 7.4 In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Recipient that are directly related to the performance of the Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Recipient 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 Recipient shall provide such records, papers, and documents requested by the Department within 10 business days after the request is made.

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

- 9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a State agency or subdivision of the State to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. withhold or suspend payment of all or any part of a request for payment;
- 11.3. exercise any corrective or remedial actions, including but not limited to:
 - 11.3.1. request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 11.3.2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 11.3.3. advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

Pursuing any of the above remedies will not preclude the Department from pursuing any other remedies available under this Agreement or at law or in equity. If the Department waives any right or remedy in this Agreement or fails to insist on strict performance by the Grantee, it does not affect, extend, or waive any other

right or remedy of the Department, or affect the later exercise of the same right or remedy by the Department for any other default by the Grantee.

12. TERMINATION

- 12.1. 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. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes 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 will be the final authority as to the availability of funds.
- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:
- 12.5.1. not incur new obligations for the terminated portion of the Agreement; and
 - 12.5.2. cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1. The Grantee may contract with third parties to perform work. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
- 13.1.1 If the Grantee contracts 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 contract arrangements shall 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 contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work.

- 13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor's compliance with, all applicable state and federal laws and regulations.

14. MANDATED CONDITIONS

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
- 14.2. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.
- 14.3. The Recipient and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The link to E-Verify is <http://www.uscis.gov/e-verify>. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement. The Recipient shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Agreement Manager within five (5) days of Agreement execution.

This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a contractor and/or any subcontractors performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.
- 14.4. In accordance with section 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

15. MISCELLANEOUS

- 15.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board.
- 15.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures.

- 15.4. Intellectual Property. 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.
- 15.5. 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.
- 15.6. 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.
- 15.7. Electronic Funds Transfer Enrollment. 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 signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.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.
- 15.8. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 Board, shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in section 5 herein.

I hereby affirm my authority and responsibility for the use of funds requested.

Grantee



Signature - Chair, Board of County Commissioners or County Manager

Janet C. Long

Printed Name

DocuSigned by:

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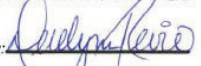
Department of Management Services

Pedro Allende

Printed Name




ATTEST: KEN BURKE, CLERK

By: 

Date: March 28, 2023

APPROVED AS TO FORM

By: 
 Office of the County Attorney

Date: 4/11/2023 | 2:04 PM EDT

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>
<i>Chapter 119, F.S. - Public Records</i>
§ 215.34, F.S. - State funds; noncollectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
Memoranda
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

State E911 Plan and E911 Board Statutes and Rules

Florida Statutes
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>
Florida Administrative Code
<i>Rule Chapter 60FF-6 - State E911 Plan</i>
<i>Rule Chapter 60FF1-5 - E911 Board</i>

Grant Number: S22-23-01-45	Grant Award Date: 01/19/2023
Catalog of State Financial Assistance number: 72.002	Catalog of State Financial Assistance title: Wireless E911 State Grant Program

Attachment 1

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management 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 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, 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: State Funded

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 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.

1. 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.
2. 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 II: Other Audit Requirements

N/A

Part III: Report Submission

1. 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): E911BoardElectronicGrantReports@dms.fl.gov

Or

Paper (hard copy):
The Department of Management Services
E911 Board
4030 Esplanade Way
Tallahassee FL, 32399
 - 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

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.
2. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely 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.
3. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 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.

EXHIBIT 1

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: E 911 **State Grant Program**

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

Catalog of State Financial Assistance Title and Number: **72.002 Wireless E911 State Grant Program**

Amount: **\$338,521.90**

1. State Project B:

N/A

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

The compliance requirements are as stated in Grant Agreement **S22-23-01-45** between the Grantee and the Department, entered in State Fiscal Year **2022-2023**.