

Contract Number: 17-DS-M5-13-00-16- 291

CFDA Number 11.549

**FEDERALLY-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the Florida Department of Management Services, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Program Budget and Scope of Work, Attachment A and B of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment D.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on **July 1, 2016** and shall end **February 28, 2018**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five-year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

#### (6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) In the event that the Recipient expends \$750,000 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 2 C.F.R. Part 200, Subpart F. EXHIBIT 1 to this Agreement shows the Federal resources

awarded through the Division 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 Division. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200, Subpart F. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200, Subpart F, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in 2 C.F.R. Part 200.

If the Recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, is not required. In the event that the Recipient expends less than \$750,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, and required by subparagraph (d) above, when required by 2 C.F.R. Part 200, or on behalf of the Recipient to:

The Division at the following address:

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

<http://harvester.census.gov/fac/collect/ddeindex.html>

And to any other Federal agencies and pass-through entities in accordance with 2 C.F.R. Part 200.

(f) Pursuant to 2 C.F.R. Part 200, the Recipient shall send a copy of the reporting package described in 2 C.F.R. Part 200, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management  
Office of Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with 2 C.F.R. Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with 2 C.F.R. Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

#### (7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 20 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 30 days after termination of this Agreement or 30 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraphs (10), (11) and (12) of this Agreement, "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports as requested by the Division.

#### (8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be

done for each function or activity in Attachment A and B to this Agreement, and reported in the quarterly financial report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division 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 Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division 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:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice 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 paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division 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 Recipient with thirty calendar days prior written notice.

(c) 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.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Michael J. Day  
Florida Division of Emergency Management  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399  
Telephone: (850) 488-3133  
Email: [Michael.Day@em.myflorida.com](mailto:Michael.Day@em.myflorida.com)

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Meredith Van Valkenburgh  
Florida Department of Management Services  
4030 Esplanade Way, Tallahassee, FL 32399  
Telephone:(850) 487-1804  
Email: [Meredith.VanValkenburgh@dms.myflorida.com](mailto:Meredith.VanValkenburgh@dms.myflorida.com)

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13) (a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget

Attachment B – Scope of Work

Attachment C - Deliverables

Attachment D – Program Statutes and Regulations

Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H – Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$4,007,753.00**, subject to the availability of funds.



(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12) (b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A and B of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19) (h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

Changes to the amount of funding pursuant to Paragraph (17) (a) above may be accomplished by notice from the Division to the Recipient. The Division may make an award of additional funds by subsequent modification.

All advanced funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

Any requests received after **March 31, 2018**, at the discretion of the Division, may not be reimbursed from this Agreement.

This agreement may be renewed, at the Division's sole discretion, for a period that may not exceed three years or the term of the original Agreement, whichever period is longer, specifying the renewed price and subject to the availability of funds. Pursuant to Section 287.057(13), Florida Statutes, exceptional purchase contracts pursuant to Section 287.057(3)(a) and (c), may not be renewed.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days' written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) 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. 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.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and
4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under**

**this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.**

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

**(20) LOBBYING PROHIBITION**

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:**

**FLORIDA DEPARTMENT OF MANAGEMENT SERVICES**

By: 

Name and Title: Chad Poppell, Secretary

Date: 10/26/16

FID# 59-3458983

DUNS# 809396955

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: 

Name and Title: Jonathan Lord, Deputy Director

Date: 10/28/16

16  
EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **U.S. Department of Commerce**

Catalog of Federal Domestic Assistance title and number: **11.549**

Award amount: **\$4,007,753.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Department of Commerce Financial Assistance Standard Terms and Conditions (January 2013)

Special Award Conditions

Line Item Budget

15 CFR Part 24, Uniform Administrative Requirements for Grants and Agreements to State and Local Governments

OMB Circular A-87

*NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

Federal Program:

*List applicable compliance requirements as follows:*

1. Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Commerce, National Institute of Standards and Technology, Fiscal Year 2013 State and Local Implementation Grant Program (SLIGP), consistent with approved proposal entitled FloridaNet dated 03/18/2013 and revisions dated 07/10/2013 which are hereby incorporated by reference.
2. Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**EXHIBIT 1 - continued**



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

Matching resources for federal program(s): State and Local Implementation Grant Program  
CFDA#: 11.549  
Title: SLIGP \$732,217.00

State financial assistance subject to Sec. 215.97, F.S.: CSFA# \_\_\_\_\_ Title \_\_\_\_\_ \$ \_\_\_\_\_

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S. \$=====

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

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub Recipient completed the "Florida SLIGP Detailed Budget Spreadsheet" on the following pages below.

The equipment category is not allowed under the terms of this agreement.

At the discretion of the Division, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, consistent with Department of Commerce Standard Terms and Conditions, budget revisions must receive pre-approval in writing from the Grants Office and Program Office for

- o a) Transfers of funds among direct cost categories (as listed in the SF-424A) when the cumulative amount of such direct costs transfers exceed 10 percent of total federal and non-federal funds authorized or,
- o b) transfers of funds of any amount into a category that has \$0 in the current approved budget, or
- o c) transfers of funds of any amount into or out of the "Indirect" cost category.

Grant	Recipient Agency	Category	Amount Allocated
FY 2013 – State and Local Implementation Grant Program (SLIGP)	Florida Dept. of Management Services (DMS)	<b>DMS Planning</b> – Allowable planning activities (federal).	\$4,007,753.00
		<b>DMS State Match</b> <i>This is the remainder of the required 20% overall match, which totals \$1,229,010.00. DHSMV has provided the rest of the match.</i>	\$732,217.00
<b>Total Award (Federal)</b>		<b>\$4,007,753.00</b>	
<b>Statutory Match Requirement (Non-Federal)</b>		<b>\$732,217.00</b>	

## DEPARTMENT OF MANAGEMENT SERVICES

Category	Detailed Description of Budget			Breakdown of Costs	
	QUANTITY	UNIT COST	TOTAL COST	FEDERAL	NON-FED MATCH
<b>A. PERSONNEL</b>					
DMS staff (award transfer preparation) 16 staff averaging \$9,250 x 16 weeks	16	\$9,250	\$148,000		\$148,000
DMS Grant/Project Manager Supervisor 110 hours x \$40.19 hourly rate x 1.5 years	1.5	\$4,421	\$6,631		\$6,631
DMS Grant/Project Manager (Program) 1040 hours x \$30 hourly rate x 1.5 years	1.5	\$31,200	\$46,800		\$46,800
DMS Grant/Project Manager (Project) 1040 hours x \$26.44/Hour X 1.5 years	1.50	\$27,498	\$41,246		\$41,246
DMS Facilitator 200 hours x \$54.33/Hour X 1.5 years	1.50	\$10,866	\$16,299		\$16,299
DMS Chief Technology Officer 20 hour/month x \$55/Hour X 1.5 years	1.50	\$13,200	\$19,800		\$19,800
DMS SLERS Communications Expert 20 hour/month x \$40/Hour X 1.5 years	1.50	\$9,600	\$14,400		\$14,400
DMS Utilities Systems. Engineering Specialist 20 hour/month x \$38.15/Hour X 1.5 years	1.50	\$9,156	\$13,734		\$13,734
DMS Communication Technician coordinator 2080 hours x \$30/Hour X 1.25 years	1.25	\$62,400	\$78,000	\$78,000	
DMS Grants Assistant 2080 hours x \$25/Hour X 1.25 years	1.25	\$52,000	\$65,000	\$65,000	
DMS Assistant Facilitator 2080 hours x \$24.038/Hour X 1.25 years	1.25	\$50,000	\$62,500	\$62,500	
<b>TOTAL PERSONNEL</b>			\$512,411	\$205,500	\$306,910.75
<b>Category</b>					
<b>Detailed Description of Budget</b>					
<b>Breakdown of Costs</b>					
<b>B. FRINGE BENEFITS</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>FEDERAL</b>	<b>NON-FED MATCH</b>
DMS staff (transfer preparation) Non-Fed Match FICA is calculated at 7.65% of salary of \$148,000	\$148,000	7.65%	\$11,322		\$11,322
DMS staff (pre-award transfer preparation) Non-Fed Match	\$148,000	6.50%	\$9,620		\$9,620

Retirement rate at 6.50% of Salary of \$148,000					
DMS Staff ( Non Fed Match) FICA is calculated at 7.65% of salary of \$158,911	\$158,911	7.65%	\$12,157		\$12,157
DMS Staff (Non Fed Match) Retirement rate at 6.50% of Salary of \$158,911	\$158,911	6.50%	\$10,329		\$10,329
DMS Communication Technician coordinator (Salary Federal) FICA calculated at 7.65% for a Non-Fed Match	\$78,000	7.65%	\$5,967		\$5,967
DMS FICA for Grant and Asst Facilitator (Federal) FICA calculated at 7.65%	\$127,500	7.65%	\$9,754	\$9,754	
DMS staff pre-award transfer preparation 180 hours/ week x (Health Ins) hourly rate 7.2927885 x 16 weeks	16	\$1,312.70	\$21,003		\$21,003
DMS Grant/Project Manager Supervisor 110 hours x ( Health Ins ) hourly rate x 1.5 years	107	\$7.2927885	\$1,170		\$1,170
DMS Grant/Project Manager (Program) 1040 hours x (Health Ins) hourly rate x 1.5 years	1040	\$7.2927885	\$11,377		\$11,377
DMS Grant/Project Manager (Project) 1040 hours x(Health Ins) hourly rate x 1.5 years	1040	\$7.2927885	\$11,377		\$11,377
DMS Facilitator 200hours x (Health Ins) hourly rate x 1.5 years	200	\$7.2927885	\$2,188		\$2,188
DMS Chief Technology Officer 20 hour/month x (Health Ins) hourly rate x 1.5 years	240	\$7.2927885	\$2,625		\$2,625
DMS SLERS Communications Expert 20 hour/month x (Health Ins) hourly rate x 1.5 years	240	\$7.2927885	\$2,625		\$2,625
DMS Utilities Systems. Engineering Specialist 20 hour/month x (Health Ins) hourly rate x 1.5 years	240	\$7.2927885	\$2,625		\$2,625
DMS Communication Technician coordinator 2080 hours x (Health Ins) hourly rate x 1.25 years	2080	\$3.4615385	\$9,000	\$9,000	
DMS Grants Assistant 2080 hours x (Health Ins) hourly rate x 1.25 years	2080	\$7.1769231	\$18,660	\$18,660	
DMS Assistant Facilitator 2080 hours x (Health Ins) hourly rate x 1.25 years	2080	\$7.1769231	\$18,660	\$18,660	
Workers Comp rate .5% (DMS staff pre-award transfer preparation) (Non-Fed Match)	\$148,000	0.5%	\$740		\$740

Workers Comp rate .5%(Non-Fed Match)	\$158,911	0.5%	\$795		\$795
Workers Comp rate .5%(Federal)	\$205,500	0.5%	\$1,028	\$1,028	
<b>TOTAL FRINGE</b>			<b>\$163,022</b>	<b>\$57,101</b>	<b>\$105,921</b>

Category	Detailed Description of Budget			Breakdown of Costs	
C. TRAVEL*	QUANTITY	UNIT COST	TOTAL COST	FEDERAL	NON-FED MATCH
Mileage for Regional Field Staff to travel within their regions 100,000 miles x .445 = \$44,500	100000	44.50%	\$44,500.00	\$44,500.00	
Travel to Regional Meetings for 10 attendees, \$600 airfare= \$5,000; 2 nights hotel x \$150=\$300 meals \$36; per diem \$80; parking/transportation = \$84 Total per attendee: \$1,100	10	\$1,100	\$11,000.00	\$11,000.00	
Travel to 5 Executive Committee Meetings by Chair: 5 trips x \$600 airfare= \$6,000; 2 nights hotel x \$150=\$300 meals \$36; per diem \$80; parking/transportation = \$84 Total per attendee: \$1,100	5	\$1,100	\$5,500.00	\$5,500.00	
Travel to 15 Committee Meetings and other meetings as required by staff involved with FloridaNet: 15 trips x \$600 airfare= \$6,000; 2 nights hotel x \$150=\$300 meals \$36; per diem \$80; parking/transportation = \$84 Total per attendee: \$1,100	15	\$1,100	\$16,500.00	\$16,500.00	
Advisory board member's travel 12 members flying x 21 meetings 12x 21 x \$600 airfare = \$151,200; hotel 12 x 21 x \$300 (\$150/night )= 75600. 12 x 21 x 36 meals = \$9,072; 12 x 21 x \$80 per diem = \$20,160; 12 x 21 x 84 parking/transportation = \$21,168	21	\$13,200	\$277,200.00	\$277,200.00	
Advisory board member's travel 12 members driving x 21 meetings 12 x 21 x 250 transportation = \$63,000; hotel 12 x 21 x \$300 ( \$150/night )= 75600. 12 x 21 x 36 meals = \$9,072; 12 x 21 x \$80 per diem = \$20,160	21	\$7,992	\$167,832.00	\$167,832.00	

DMS staff travel to Advisory board member's travel 3 members flying x 21 meetings 3x 21 x \$600 airfare = \$37,800; hotel 3 x 21 x \$300 ( \$150/night )= \$18,900. 3 x 21 x 36 meals = \$2,268; 3 x 21 x \$80 per diem = \$5,040; 3 x 21 x 84 parking/transportation = \$5,292	21	\$3,300	\$69,300.00	\$69,300.00	
DMS staff travel to Advisory board member's travel 3members driving x 21 meetings 3 x 21 x 250 transportation = \$15,750 ; hotel 3 x 21 x \$300 ( \$150/night )= \$18,900; 3 x 21 x 36 meals = \$2,268; 3 x 21 x \$80 per diem = \$25,040	21	\$1,998	\$41,958.00	\$41,958.00	
DMS staff travel to attend ad hoc workshops or presentations and vendor sponsored events 1 member driving 20 meetings; 1 x 20 x 250 (transportation) = \$5,000 ; hotel 1 x 20 x \$300 ( \$150/night )= 6000; 2 x20 x 36 meals = \$1440; 1 x 20 x \$80 per diem = \$1,600; 1 x 20 x \$10 incidentals = \$200	20	\$712	\$14,240.00	\$14,240.00	
<b>TOTAL TRAVEL</b>			\$648,030	\$648,030	\$0

Category	Detailed Description of Budget			Breakdown of Costs	
<b>D. EQUIPMENT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>FEDERAL</b>	<b>NON-FED MATCH (post-award)</b>
	0	\$0	\$0	\$0	
<b>TOTAL EQUIPMENT</b>			\$0	\$0	\$0

Category	Detailed Description of Budget			Breakdown of Costs	
<b>E. SUPPLIES</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>FEDERAL</b>	<b>NON-FED MATCH</b>
4 laptops x \$1,000 = \$4,000	4	\$1,000	\$4,000	\$4,000	
Software for 4 laptops	4	\$750	\$3,000	\$3,000	
Software for 4 additional project personnel	4	\$750	\$3,000	\$3,000	

Printing of meeting/conference and outreach materials (meeting materials \$3 x 556 = \$1,668) (posters \$5 x 8,835 = \$44,175) (brochures \$.50 x 35,464 = \$17,732) (flyers \$.25 x 25,000 = \$6,250) (educational pamphlets \$5 x 5,800 = \$29,000)	1	\$98,825	\$98,825	\$98,825	
Office supplies for FloridaNet personnel based on DMS cost estimates.	1	\$7,975	\$7,975	\$7,975	
Data collection/sharing file transfer site 1 year x \$2,476 (1.5 years)	1.5	\$2,476	\$3,714	\$3,714	
<b>TOTAL SUPPLIES</b>			\$120,514	\$120,514	\$0

Category	Detailed Description of Budget			Breakdown of Costs	
F. CONTRACTUAL	QUANTITY	UNIT COST	TOTAL COST	FEDERAL	NON-FED MATCH
Phase II Data Collection Vendor: To be determined through the State of Florida procurement process.	1	\$1,900,000	\$1,900,000	\$1,900,000	
Staff augmentation to add 4 full time contractors for the daily administration of FirstNet estimated at \$53.27 per hour x 4 x 2080 x 1.5 years=	1.5	\$443,206	\$664,809	\$664,809	
Legal Services: Florida Public Records law, Freedom of Information Act, Protected Critical Infrastructure Information, MOU development, Information Exchange agreements, Intellectual property law	1	\$250,000	\$250,000	\$250,000	
Management Consulting Services: Provide technical expertise in the area of Long Term Evolution (LTE) Broadband technology, meeting facilitation, stakeholder engagement and technical writing in order to assemble a response to FirstNet's Request for Information	1	\$28,724	\$28,724	\$28,724	

<b>Management Consulting Services:</b> Provide technical expertise in the area of Long Term Evolution (LTE) Broadband technology, meeting facilitation, stakeholder engagement, technical writing in order to assemble a response to the FirstNet Notice and Request for Comments	1	\$34,899	\$34,899		\$34,899	
<b>Communications/Media Services:</b> Maintain FloridaNet's web presence/annual fee \$5,795 (July 2017-February 2018)	1	\$5,795	\$5,795		\$5,795	
<b>TOTAL CONTRACTUAL</b>			\$2,884,227		\$2,884,227	\$0

<b>G. CONSTRUCTION</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Federal</b>	<b>NON-FED MATCH</b>
N/A					
<b>TOTAL CONSTRUCTION</b>			\$0	\$0	\$0

<b>Category</b>	<b>Detailed Description of Budget</b>			<b>Breakdown of Costs</b>	
<b>H. OTHER</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>FEDERAL</b>	<b>NON-FED MATCH</b>
Meeting Conference Facilities	28	\$2,400	\$67,200	\$67,200	
Staff Augmentation office cost 4 x \$10,174 first year; \$40,696 4 x \$6,183 for 1/2 year; \$13,266	4	\$13,266	\$53,062		\$53,062
BizHub rental (provides printing, copying, faxing, scanning for FloridaNet Staff) 17 months x \$141.24	17	\$141	\$2,401		\$2,401
Cellular telephone service for 4 DMS Staff \$60/month x 17 months	17	\$240	\$4,080	\$4,080	
Office Space (See attachment) (16 employees estimated 180 hours/week * \$2.95/hour) * 16 weeks	16	\$531	\$8,496		\$8,496
Office Space (See attachment) (13 employees estimated 200 hours/week * \$2.95/hour) * 78 weeks (1.5 years)	78	\$590	\$46,026.24		\$46,026
Shipping of Outreach and Education materials as needed	1	\$3,000	\$3,000	\$3,000	



Florida Administrative Review Public notices to announce FloridaNet meetings	21	\$100	\$2,100	\$2,100	
Subscription to telecommunications/cybersecurity publications 2 years x \$8,000 (min.1 year subscription)	2	\$8,000	\$16,000	\$16,000	
Meeting Attendance Time for Regional Outreach and Workshops Vendor sponsored \$50/hour average volunteer salary x 3 quarters x 7 regions each quarter x 32 attendees x 4 hours	2,688	\$50	\$134,400		\$134,400
Meeting Attendance Time for Executive and Technical \$50/hour average volunteer salary x 1,500 hours of time	1,500	\$50	\$75,000		\$75,000
<b>TOTAL OTHER</b>			\$411,765	\$92,380	\$319,385
<b>TOTAL DIRECT CHARGES</b>					
			\$4,739,969	\$4,007,753	\$732,217
<b>Category</b>	<b>Detailed Description of Budget</b>			<b>Breakdown of Costs</b>	
<b>H. Indirect Costs</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>	<b>FEDERAL</b>	<b>NON-FED MATCH</b>
DMS INDIRECT COST RATE TBD		0.00%	\$0	\$0	
<b>TOTAL INDIRECT CHARGES</b>			\$0	\$0	\$0
<b>TOTAL DIRECT &amp; INDIRECT</b>					
			\$4,739,969	\$4,007,753	\$732,217
				<b>Match Total</b>	<b>\$732,217</b>
				<b>Match %</b>	<b>18%</b>

**ATTACHMENT B****Scope of Work****Budget Narrative****A. Personnel**

<b><i>Federal:</i></b>	<b>\$205,500</b>
<b><i>Non-Federal:</i></b>	<b>\$306,911</b>
<b><i>Total:</i></b>	<b>\$512,411</b>

See the Detailed Budget Spreadsheet for calculations.

- DMS staff (award transfer preparation) 16 staff averaging (Non-Federal): Preparation by sixteen (16) members of DMS to transfer the State and Local Implementation Grant Program from the DHSMV to DMS.
- DMS Grant/Project Manager (Non-Federal): This person will manage the State and Local Implementation Grant Program (SLIGP) Federal Grant requirements and submit quarterly reports and federal reports as required. All of this expense will be provided as an in-kind match. The source of this match is the state's general fund and is not from another federal source.
- DMS Grant/Project Manager (Non-Federal): This person will manage the State and Local Implementation Grant Program (SLIGP) Federal Grant requirements and submit quarterly reports and federal reports as required. All of this expense will be provided as an in-kind match. The source of this match is the state's general fund and is not from another federal source.
- DMS Facilitator (Non-Federal): This person will be coordinating many of the logistical issues surrounding Florida's SLIGP efforts, including ensuring that DMS is able to work closely with our partners, stakeholders, FloridaNet Advisory Board and Executive Committee members throughout the grant period. This expense will be provided as an in-kind match. The source of this match is the state's general fund and is not from another federal source.
- DMS Chief Technology Officer (Non-Federal): This person serves as an advisor to the Executive Committee and lends expertise in the technology and law enforcement areas. All of this expense will be provided as an in-kind match. The source of this match is the state's general fund and is not from another federal source.
- DMS SLERS Communications Expert (Non-Federal): This expert lends expertise in the radio communications and law enforcement areas. All of this expense will be provided as an in-kind match. The source of this match is the state's general fund and is not from another federal source.
- DMS Utilities Systems/Engineering Specialist (Non-Federal): This staff member provides assistance to the project manager and SLIGP grant staff. All of this expense will be provided as an in-kind match. The source of this match is the state's general fund and is not from another federal source.
- DMS Communications Technician Coordinator (Federal): This full time position will configure and maintain the FloridaNet.gov public facing web site and coordinate the collection of Phase 2 data elements from across the state. This position will also work closely with the Phase 2 vendor to ensure all data elements are captured and presented in a format that allows public safety to work with FirstNet on planning the network design. This position will be 100% allocated to SLIGP activities.
- DMS Grant Assistant (Federal): This full time position will assist the grant manager and project manager in the day to day management of the SLIGP activities. This position will be 100% allocated to SLIGP activities.

- DMS Assistant Facilitator (Federal): This part-time position will assist the facilitator with the Advisory Board and Executive Committee meetings. This position will be 100% allocated to SLIGP activities.

## B. Fringe

<b>Federal:</b>	<b>\$57,101</b>
<b>Non-Federal:</b>	<b>\$105,921</b>
<b>Total:</b>	<b>\$163,022</b>

See the Detailed Budget Spreadsheet for calculations.

- DMS Staff (Transfer Preparation) (Non-Federal): Benefits include FICA, health insurance, Retirement and Workers Compensation Insurance. All of this expense will be provided as an in-kind match. The source of this match is the state's general fund and is not from another federal source.
- DMS Staff (Non-Federal): Benefits include FICA, and retirement. All of this expense will be provided as an in-kind match. The source of this match is the state's general fund and is not from another federal source.
- DMS Communication Technician coordinator (Salary Federal) FICA calculated at 7.65% Non-Fed Match. The source of this match is the state's general fund and is not from another federal source.
- DMS Grant Assistant and Assistant Facilitator (Federal): Benefits include FICA and health insurance.
- DMS Grant/Project Manager Supervisor (Non-Federal): Health insurance is the matched at the same hours as committed to the project. All of this expense will be provided as an in-kind match. The source of this match is the state's general fund and is not from another federal source.
- DMS Grant/Project Manager (Program) (Non-Federal): Health insurance is the matched at the same hours as committed to the project. All of this expense will be provided as an in-kind match. The source of this match is the state's general fund and is not from another federal source.
- DMS Grant/Project Manager (Project) (Non-Federal): Health insurance is the matched at the same hours as committed to the project. All of this expense will be provided as an in-kind match. The source of this match is the state's general fund and is not from another federal source.
- DMS Facilitator (Non-Federal): Benefits include FICA, health insurance and retirement. All of this expense will be provided as an in-kind match. The source of this match is the state's general fund and is not from another federal source.
- DMS Chief Technology Officer (Non-Federal): Benefits include FICA, health insurance and retirement. All of this expense will be provided as an in-kind match. The source of this match is the state's general fund and is not from another federal source.
- DMS SLERS Communications Expert (Non-Federal): Benefits include FICA, health insurance and retirement. All of this expense will be provided as an in-kind match. The source of this match is the state's general fund and is not from another federal source.
- DMS Utilities Systems/Engineering Specialist (Non-Federal): Benefits include FICA, health insurance and retirement. All of this expense will be provided as an in-kind match. The source of this match is the state's general fund and is not from another federal source.
- DMS Communication Technician Coordinator (Federal): Benefits include health insurance.
- DMS Communication Technician Coordinator, Grant Assistant, and Assistant Facilitator (Federal): All three positions Workers Compensation insurance is a benefit.

**C. Travel**

<b>Federal:</b>	<b>\$648,030</b>
<b>Non-Federal:</b>	<b>\$0</b>
<b>Total:</b>	<b>\$648,030</b>

- Mileage for Regional field staff to travel within their regions (Federal): Travel costs include mileage to workshops and meetings in their region.
- Travel to Regional Meetings for 10 attendees (Federal): Travel costs include airfare, hotel, meals, per diem and parking/transportation.
- Travel to Executive Committee Meetings by Chair (Federal): Travel for the chair to attend 5 executive committee meetings throughout the state. Travel costs include airfare, hotel, meals, per diem, and parking/transportation.
- Travel to 15 Executive Committee Meetings and/or other meetings as required by DMS staff involved with FloridaNet (Federal). Travel costs include airfare, hotel, meals, per diem, and parking/transportation.
- Advisory board member's travel (Federal): 12 members flying to 21 meetings and may include out of state travel. Travel costs include airfare, hotel, meals, per diem, and parking/transportation.
- Advisory board member's travel (Federal): 12 board members driving to 21 meetings. Travel costs include transportation, hotel, meals, and per diem.
- DMS staff travel to Advisory Board/Executive Committee meetings (Federal): Travel for 3 members and costs include airfare, hotel, meals, per diem and parking/transportation.
- DMS staff travel to Advisory Board/Executive Committee meetings (Federal): Travel for 3 members and costs include transportation, hotel, meals, and per diem.
- DMS staff travel to attend ad hoc workshops or presentations (Federal): Travel for 1 member and costs include transportation, hotel, meals, per diem and incidentals.

**D. Equipment**

<b>Federal:</b>	<b>\$0</b>
<b>Non-Federal:</b>	<b>\$0</b>
<b>Total:</b>	<b>\$0</b>

The State of Florida capitalization threshold for equipment is \$1,000 or greater.

**E. Supplies**

<b>Federal:</b>	<b>\$120,514</b>
<b>Non-Federal:</b>	<b>\$0</b>
<b>Total:</b>	<b>\$120,514</b>

See the Detailed Budget Spreadsheet for calculations.

- DMS Laptops (Federal): Laptops will be used by staff.
- Software for 4 laptops (Federal): Software will be used by staff.
- Software for 4 additional project personnel (Federal): Software will be used by additional project personnel.
- DMS Printing (Federal): Printing of meeting/conference and outreach materials.
- DMS Office Supplies (Federal): This includes paper, folders, pens, printer/toner, and other general office supplies which will be used by the FloridaNet personnel. Cost based on DMS internal operating budget expenses.

- DMS Software (Federal): Data collection/file sharing transfer site for stakeholders and others involved in data collection to deposit large files for analysis. Information will also be shared with FirstNet using this portal.

#### F. Contractual

<b>Federal:</b>	<b>\$2,884,227</b>
<b>Non-Federal:</b>	<b>\$0</b>
<b>Total:</b>	<b>\$2,884,227</b>

- Phase II Data Collection Vendor (Federal): Vendor will collect data from around the State of Florida to use for the FirstNet state plans and for the Opt-in/Opt-out decision making process.
- Staff Augmentation (Federal): The addition of four (4) full time contractors for the daily administration of FirstNet.
- Legal Services (Federal): Services to assist with decision making process (Florida Public Records Law, Freedom of Information Act, Protected Critical Infrastructure Information, MOU development, Information Exchange agreements and Intellectual Property Law).
- Management Consulting Services (Federal): Provide technical expertise in the area of Long Term Evolution (LTE) Broadband technology, meeting facilitation, stakeholder engagement and technical writing in order to assemble a response to FirstNet's Request for Information.
- Management Consulting Services (Federal): Provide technical expertise in the area of Long Term Evolution (LTE) Broadband technology, meeting facilitation, stakeholder engagement and technical writing in order to assemble a response to the FirstNet Notice and Request for Comments.
- Communications/Media Services (Federal): Communications/Media Services will be used to promote a visible presence of the FirstNet/FloridaNet activities through videos, media, and website design.

#### G. Construction

<b>Federal:</b>	<b>\$0</b>
<b>Non-Federal:</b>	<b>\$0</b>
<b>Total:</b>	<b>\$0</b>

No construction costs are anticipated for this grant program.

#### H. Other

<b>Federal:</b>	<b>\$92,380</b>
<b>Non-Federal:</b>	<b>\$319,385</b>
<b>Total:</b>	<b>\$411,765</b>

See the Detailed Budget Spreadsheet for calculations.

- Meeting Conference Facilities (Federal): Meeting conference facilities will be secured to conduct FloridaNet education, outreach and stakeholder meetings and conferences.
- Staff Augmentation Office Cost (Non-Federal): Offices provided by DMS for the hired staff. This item will be provided as an in-kind match contribution from the state's general fund and is not from another federal source.

- BizHub Rental (Non-Federal): Lease of multi-function copy/print/fax/scan machine for FloridaNet staff. This item will be provided as an in-kind match contribution from the state's general fund and is not from another federal source.
- Cellular Telephone Services (Federal): Phone services for four (4) DMS staff for communication purposes.
- Office Space (Non-Fed Match) Is the hourly rate for office use based upon the current rates. This is for 16 employees for sixteen (16) weeks with an estimated 180 hours per week.
- Office Space (Non-Fed Match) Is the hourly rate for office use based upon the current rates. This is for 13 employees for the duration of 78 weeks with an estimated 200 hours per week.
- Shipping (Federal): Shipping of outreach and education materials to distribute at events.
- Florida Administrative Review (Federal): Florida Statute, Chapter 120, requires any public meeting, workshop, or hearing be published in the Florida Administrative Review (FAR) not less than 7 days prior to the event. FloridaNet Executive Committee meetings are published in the FAR and any FloridaNet sponsored event will be announced as well.
- Subscription to Telecommunications/Cybersecurity Publications (Federal): This subscription provides unbiased news and updates from the industry and technology changes that may impact the design efforts associated with this network. Information provided will assist members in the decision making process for Florida's participation in FirstNet.
- Meeting Attendance Time (Non-Federal): Attendees estimated at 32 per workshop, for, 7 regional workshops performed consecutively for 3 quarters, members who are not federally funded will be used as in-kind match. Participation during the workshops including travel time to and from, will be counted towards in-kind match. Utilizing the Bureau of Labor Statistics website and FloridaHasARightToKnow, the average hourly salary for FloridaNet committee members is \$50/hour.
- Meeting Attendance Time (Non-Federal): Executive Committee members and Technical Committee members who are not federally funded will be used as in-kind match. Participation during meetings, in addition to attending any conferences (paid by FloridaNet), will be counted towards in-kind match. Utilizing the Bureau of Labor Statistics website and FloridaHasARightToKnow, the average hourly salary for FloridaNet committee members is \$50/hour.

## I. Indirect

**At this time Department of Management Services does not have a negotiated Indirect Cost Rate, however, a proposal is anticipated to be submitted and a rate received.**

**ATTACHMENT C**

**State and Local Implementation Grant Program (SLIGP):** The National Telecommunications and Information Administration (NTIA) awarded State and Local Implementation Grant Program (SLIGP) funds to 54 states and territories to begin planning for the nationwide public safety broadband network (PSBN). The SLIGP was created under the Middle Class Tax Relief and Job Creation Act of 2012 (Act). SLIGP is designed to provide resources to assist regional, state, local and tribal government entities as they plan for the nationwide public safety broadband network (PSBN) being developed by the First Responder Network Authority (FirstNet).

**Planning Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of successfully completing Planning activities consistent with the guidelines contained in the SLIGP Funding Opportunity notice (2013-NTIA-SLIGP-01) and Award document.

For the purposes of this Agreement, any planning activity such as those associated with data collection and education and outreach to local jurisdictions are eligible. The Sub-recipient can successfully complete a planning activity by reporting progress and expenditures pursuant to quarterly reporting requirements.

**Costs for allowable items will be reimbursed if incurred and completed within the period of performance, in accordance with the Scope of Work, Attachment B of this agreement.**

**Attachment D**

**Program Statutes, Regulations and Special Conditions**

- 1) 53 Federal Register 8034
- 2) 31 U.S.C. §1352
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements  
28 CFR Part 66, Common rule
- 6) 28 CFR applicable to grants and cooperative agreements
- 7) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
- 8) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
- 9) Title VI of the Civil Rights Act of 1964, as amended;
- 10) Section 504 of the Rehabilitation Act of 1973, as amended;
- 11) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
- 12) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
- 13) 28 CFR Part 42, Subparts C, D, E, and G
- 21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39
- 22) Chapter 252, Florida Statutes
- 23) 48 CFR, Part 31
- 24) 2 C.F.R. Part 200
- 25) Department of Commerce Financial Assistance Standard Terms and Conditions (January 2013)
- 26) 15 CFR Part 24, Uniform Administrative Requirements for Grants and Agreements to State and Local Governments

**Special Conditions**

1. See following pages – National Institute of Standards and Technology, State and Locals Implementation Grant Program Special Award Conditions.



Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> <b>ADVANCE REQUESTED</b></p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able</p>
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If you are requesting an advance, complete the following chart and line item justification below.

**ESTIMATED EXPENSES**

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<p><u>For example</u></p> <p>ADMINISTRATIVE COSTS (Include Secondary Administration.)</p>	
<p><u>For example</u></p> <p>PROGRAM EXPENSES</p>	
TOTAL EXPENSES	

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399 within thirty (30) days of receipt, along with any interest earned on the advance). Use additional page(s) as necessary.

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**Attachment F****Warranties and Representations**Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from M-F 9:00am - 5:00pm

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

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Attachment G

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DEM Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**Attachment H****Statement of Assurances**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)
2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
5. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
6. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
7. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
8. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
9. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of

Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

10. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

11. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

12. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.