



4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Pedro Allende, Secretary

STATE-FUNDED GRANT AGREEMENT

FOR

HAINES CITY FIBER RESILIENCY & CONNECTIVITY PROJECT

DMS-24/25-202

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

HAINES CITY

STATE-FUNDED GRANT AGREEMENT

This State-Funded Grant Agreement (Agreement) is between the Florida Department of Management Services (Department), 4030 Esplanade Way, Tallahassee, Florida, 32399, and Haines City (Recipient), 620 East Main Street, Haines City, FL 33844.

The Department and Recipient agree as follows:

(1) AUTHORITY

- A. The Department has been appropriated general revenue funds for the State fiscal year 2024–2025, specifically appropriation line #2981A, the nonrecurring sum of \$1,200,000.00 from the General Revenue Fund, Chapter 2024-231, Laws of Florida, to fund the Haines City Fiber Resiliency and Connectivity project. The Department has the authority, in accordance with section 282.702 Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Recipient under the terms and conditions set forth below.
- B. In accordance with section 215.971, F.S., the Department has the authority to monitor the portion of the State of Florida appropriated funds for the Haines City Fiber Resiliency and Connectivity project.

(2) LAWS, RULES, REGULATIONS, AND POLICIES

- A. This Agreement is executed and entered into in the state of Florida and will be performed, construed, and enforced in accordance with the laws, rules, and regulations of the state of Florida. Each party will perform its obligations in accordance with the terms and conditions of this Agreement.
- B. The parties shall be governed by all applicable State and Federal laws, rules, and regulations, including but not limited to those identified in Attachment B, Program Statutes, and Regulations. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

- A. In accordance with section 215.971(2), F.S., the Department's Grant Manager is responsible for enforcing the performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Recipient. As part of the duties, the Grant Manager for the Department will:
 - i. Monitor and document Recipient performance of the terms of this Agreement;
 - ii. Review and document all deliverables for which the Recipient requests payment; and,
 - iii. Reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report which identifies any funds paid in excess of the expenditures incurred by the Recipient.
- B. Grant Managers
 - i. The name and address of the Department's Grant Manager responsible for the administration of this Agreement is:

Melissa Pereira

4030 Esplanade Way
Tallahassee, Florida 32399
(448) 206-6061
melissa.pereira@dms.fl.gov

- ii. The name and address of the Recipient's Agreement Manager responsible for the administration of this Agreement is:

Omar Dejesus, Grant Manager
620 E Main Street
Haines City, Florida 33844
(863) 421-9902
Omar.DeJesus@HainesCity.com

The Recipient's Agreement Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Recipient's liaison with the Department. As part of the duties, the Agreement Manager for the Recipient shall provide the Department with all reports in accordance with Section 15, Reports, of this Agreement, as well as any other required reports or documents under this Agreement.

- C. In the event that different Managers or addresses are designated by either party after execution of this Agreement, a 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.

(4) TERMS AND CONDITIONS

This Agreement consists of this State-Funded Grant Agreement and all incorporated attachments and exhibits, which set forth the entire understanding of the parties and supersede all prior agreements and understanding related to the subject matter thereof.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

(6) MODIFICATION

Either party may request a modification of provisions of this Agreement via a formal amendment, which shall be valid only when in writing, signed by each of the parties, and attached to the original version of this Agreement.

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT

- A. In accordance with section 215.971(1)(d), F.S., the Recipient may expend funds authorized by this Agreement only for allowable costs from obligations incurred during the Agreement period. This Agreement shall begin upon execution by both parties and shall end on June 30, 2027, unless:
 - i. The Recipient requests and receives from the Florida Legislature an extension for one (1) year to reflect changes to the funding source; or
 - ii. The Agreement is terminated earlier in accordance with Section 20, Termination, of this Agreement.
- B. The Department does not guarantee an extension or renewal of this Agreement or funding beyond the term of this Agreement and shall not, absent legislative approval of funding, be obligated to extend this Agreement beyond June 30, 2027. This Agreement may be renewed on a yearly basis, contingent upon a specific appropriation by the Legislature. Renewals must be in writing, subject to the same terms and conditions as set forth in the initial contract, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department, and subject to the availability of funds.

(9) FUNDING

- A. Funding for this Agreement consists of the awarded state resources set forth in the below-listed Exhibit 1, Audit Requirements.
- B. The method of payment for this Agreement is cost reimbursement or rural payment pursuant to section 215.971(1)(h), F.S. and subject to the availability of funds.
- C. In accordance with Legislative Appropriation #2981A, Chapter 2024-231, Laws of Florida, funds shall only be used to reimburse Recipient expenditures or pay for allowable costs incurred by a Rural Recipient for Recipient's Fiber Resiliency and Connectivity project.
- D. Recipient must demonstrate the receipt of state funds generates a positive return on investment for the State of Florida, which can include, but is not limited to, improved public health and safety. The Recipient must document and report to the Department the positive returns on investment associated with the spending of such funds in accordance with Section 15, Reports, of this Agreement.
- E. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- F. The Department will reimburse or provide rural payment to the Recipient only for allowable costs incurred by the Recipient for the successful completion of each deliverable. The maximum reimbursement amount for the entirety of this Agreement is \$1,200,000.00.
- G. The Department will review any request for reimbursement or rural payment by comparing the documentation provided by the Recipient's Agreement Manager against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.

- H. For the purposes of this Agreement, the Department shall consider payments made by Recipient to be improper under the following circumstances:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
 - iii. Any payment for Management Consulting or Feasibility Studies.

(10) REQUEST FOR REIMBURSEMENT

- A. Subject to the funding limitations of this Agreement, the Department shall reimburse the Recipient only for allowable costs resulting from incurred obligations pursuant to section 216.301, F.S., in furtherance of the successful completion of tasks outlined in Attachment A and defined in the Haines City Fiber Resiliency and Connectivity project contract. The Recipient may submit more than one (1) request for reimbursement under this deliverable. However, no reimbursement shall duplicate any previous reimbursement.
- B. Recipient will submit, at minimum, annual requests for reimbursement of funds (See Attachment D) by email to the Grant Manager.
- C. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, copies of purchase orders and paid vouchers, invoices, copies of check processing, and journal transfers. Reimbursement claims shall include only expenditures claimed against the appropriated funding amount. Requests for reimbursement for Recipient Task 2 of Attachment A, must also contain copies of Recipient's documented inspection of activities performed under Recipient Task 2 to verify the components meet or exceed Recipient's Contract for the Haines City Fiber Resiliency and Connectivity project procured under Recipient Task 1.
- D. The Department shall not process requests for reimbursement for payments made by Recipient that are deemed as improper payments as set forth in Section 9, Funding, of this Agreement.
- E. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for reimbursement and supporting documentation for incurred obligations pursuant to section 216.301, F.S., shall be submitted to the Department no later than July 31, 2027.
- F. The Department is not liable for approval of reimbursement by the Department of Financial Services (DFS), and Recipient is responsible for ensuring purchases and invoices are in conformance with DFS requirements. Recipient agrees to comply with the State of Florida Reference Guide for State Expenditures, available at:

G. Any travel expense bills are not permissible or allowable under this Agreement.

(11) RURAL COMMUNITY OR RURAL AREA OF OPPORTUNITY REQUEST FOR PAYMENT

- A. Pursuant to section 215.971(1)(h), F.S., if the Recipient is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2), F.S., (Rural Recipient), a Rural Recipient may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement (rural payment). Prior to, or in conjunction with, such a rural payment request, a Rural Recipient shall submit documentation to the Department sufficiently demonstrating the financial hardship of the Rural Recipient.
- B. A Rural Recipient shall submit its request to elect to receive rural payment, including any financial hardship documentation, in writing to the Department's Grant Manager specified in the Agreement. Following demonstration of financial hardship and the initial request to elect to receive rural payment, subsequent requests for payment and all necessary documentation, including the Attachment I, Request for Payment to Rural Communities or Rural Areas of Opportunity, for incurred and appropriate costs shall be submitted in writing to the Department's Grant Manager.
- C. The Rural Recipient is responsible for ensuring all documentation related to Rural Recipient's Project is readily available to the Department upon request and is in conformance with the Department of Financial Services requirements. Rural Recipient will submit requests for rural payment, including Attachment I, Request for Payment to Rural Community Communities or Rural Areas of Opportunity, on an annual basis to the Department's Grant Manager. All bills for fees or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications, along with any copies of Recipient's documented inspection of activities performed under Recipient Tasks 2 and 3 to verify the components meet or exceed Recipient's Fiber Resiliency and Connectivity project procured under Recipient Task 1.
- D. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for reimbursement and supporting documentation for incurred obligations pursuant to section 216.301, F.S. shall be submitted to the Department no later than July 31, 2027.
- E. Funds provided to a Rural Recipient via rural payment shall only be used for allowable costs incurred by a Rural Recipient pursuant to section 216.301, F.S., in the successful completion of each deliverable outlined in Attachment A and defined in the Haines City Fiber Resiliency and Connectivity project agreement. Funds provided shall not exceed the amount specified in Section 9, Funding, and Exhibit 1, Audit Requirements, of this Agreement.

- F. Funds provided to a Rural Recipient via rural payment shall only be used for expenditures directly related to Recipient's Fiber Resiliency and Connectivity project as specified in the Agreement.
- G. The Recipient shall provide additional reports and information identified in Attachment I, Request for Payment to Rural Community or Rural Area of Opportunity, as requested by the Department's Grant Manager.

(12) RECORDS

- A. Pursuant to section 20.055(5), F.S., the Recipient and its subcontractors (if any) understand and shall comply with their duty to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing.
- B. As required by section 215.97, F.S., and Florida Administrative Code Rule 69I-5.006, the Department, the Chief Inspector General for the State of Florida, 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 Recipient 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 Recipient's personnel for the purpose of interview and discussion related to such documents.
- C. The Recipient shall maintain any books, records, or documents for the Recipient and for all subcontractors to be paid from funds provided under this Agreement, in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement, in a form sufficient to determine compliance with the requirements and objectives of this Agreement, and all other applicable laws and regulations.
- D. The Recipient will retain sufficient records demonstrating its compliance with the terms of this Agreement for the longer of, a period of at least five (5) years from the date the audit report is issued, or the period required by the General Records Schedules maintained by the Florida Department of State, available at: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>. The Recipient shall allow the Department, or its designee, DFS, or Auditor General access to such reports upon request and shall ensure that audit working papers are made available upon request by the Department or its designee, Chief Financial Officer, or Auditor General, for a period of three (3) years from the date the audit report is issued unless extended in writing by the Department.
- E. 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 this 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 Contract or to ensure that the terms of this 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.

(13) PUBLIC RECORDS

A. The Recipient is required to comply with the State of Florida's Public Records Law, which provides a right of access to the records of the state and local governments. The Recipient shall:

- i. Keep and maintain public records required to perform the services contemplated in this Agreement;
- ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Recipient does not transfer the records to the public agency;
- iv. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the public agency upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department; and
- v. **IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN SECTION 3, CONTACT, OF THE AGREEMENT.**

B. The Department 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, F.S., which the Recipient created or received under this Agreement.

(14) AUDITS

A. In the event the Recipient expends \$ 750,000.00 or more in-state financial assistance during its fiscal year, the Recipient must have a State single or project-specific audit conducted in accordance with section 215.97(2)(a), F.S.; applicable DFS rules; and Chapter 10.550, Rules of the Auditor General.

B. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of section 215.97, F.S. This includes submission of

a financial reporting package as defined by section 215.97, F.S., and Chapter 10.550, Rules of the Auditor General.

The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

The Department of Management Services
Office of the Inspector General
4050 Esplanade Way
Tallahassee, Florida 32399-0950

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- C. If Recipient expends less than \$750,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., is not required. In the event that Recipient expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97(2)(a), 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 Recipient's resources obtained from other than State entities).
- D. This section does not limit the authority of the state awarding agency 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.
- E. If an 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 Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.
- F. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), F.S., as "an independent certified public accountant licensed under chapter 473" and conducted in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550, Rules of the Auditor General. The independent auditor shall state that the audit complied with the applicable provisions noted above.
- G. Upon completion of the audit, a copy of the audit report and financial reporting package must be received by the Department and the Auditor General no later than nine (9) months from the end of the Recipient's fiscal year.

(15) REPORTS

- A. The Recipient shall provide the Department's Grant Manager with quarterly reports and an administrative closeout report as provided in Attachment E, Quarterly Report, and Attachment H, Final Administrative Closeout Report. These reports shall include the current status and progress of the Recipient and its Contractor(s)

and subcontractor(s) in completing the work described in Attachment A, the expenditure of funds under this Agreement, the positive return on investment for this project, and any other information requested by the Department.

- B. Quarterly reports are due to the Department no later than fifteen (15) days after the end of each quarter of the program year. They shall be sent each quarter after execution of this Agreement until submission of Attachment H. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- C. The completed Attachment H is due sixty (60) days after the termination of this Agreement or sixty (60) 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 Department or are not completed in a manner acceptable by the Department, the Department may withhold further payments until they are completed or may take other action as stated in Section 19, Remedies. "Acceptable by the Department" means that the work product was completed in accordance with the terms in Attachment A.
- E. The Recipient shall provide additional program update information identified in Attachment E, Quarterly Report, or information that may be required by the Department.
- F. The Recipient shall provide additional reports and information identified in Attachment D, Request for Reimbursement of Funds, as requested by the Department's Grant Manager.
- G. The Recipient shall provide the information identified in Attachment H.

(16) MONITORING

- A. The Recipient shall monitor its performance under this Agreement, as well as that of its Contractor(s) and subcontractor(s) 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, is 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, of this Agreement and of the activities reported in the quarterly reports.
- B. In addition to reviews of audits, monitoring procedures may include, but shall not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department 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 Department will monitor the performance and financial management of the Recipient throughout the Agreement term.

(17) LIABILITY

- A. The Recipient 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., Recipient shall hold Department harmless against all claims of whatever nature by third parties arising from work performed under this Agreement.
- B. Recipient, 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 any Recipient to which sovereign immunity applies. Nothing in this Agreement may 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.

(18) DEFAULT

If any of the following events occur (“Events of Default”), all obligations on the part of the Department 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:

- A. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect.
- B. If the Recipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement with the Department and has not cured them in a timely fashion or is unable or unwilling to meet its obligations under this Agreement.
- C. 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 (30) days from the date written notice is sent by the Department.
- D. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.
- E. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(19) REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Recipient and may exercise any one or more of the following remedies, either concurrently or consecutively:

- A. Terminate this Agreement pursuant to the terms in Section 20, Termination, of this Agreement;

- B. Withhold or suspend the payment of all or any part of a request for reimbursement or rural payment until the Recipient cures the event of default identified in the written notice;
- C. Exercise any corrective or remedial actions, including but not limited to:
 - i. Request Recipient cure the default;
 - ii. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - iii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - iv. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or,
 - v. Require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible.
- D. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Department from pursuing any other remedies in this Agreement or provided 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 Recipient, it will 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 Recipient.

(20) TERMINATION

- A. If the performance of the Contractor is not in compliance with the Agreement requirements, the Department may:
 - i. Unilaterally terminate this Agreement for cause after ten (10) days of a written notice of the termination,
 - ii. Notify the Contractor of the non-compliance and require correction within a specified time; otherwise, the Contract will terminate at the end of such time; or
 - iii. Take other action deemed appropriate by the Department.

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 Section 3, Contact, herein.

- B. The Department may unilaterally terminate this Agreement for Recipient's refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended, unless exempt from section 24(a) of Article I of the State Constitution and section 119.071, F.S., or applicable State or federal law.
- C. The Department may unilaterally terminate this Agreement for convenience by providing the Recipient with thirty (30) calendar days prior written notice.
- D. 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.

- E. In the event that this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination.
- F. Upon notice of termination, the Recipient will cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Recipient shall not be relieved of liability to the Department because of any breach of Agreement by the Recipient. The Department 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 to the Department from the Recipient, is determined exclusively by the Department

(21) RESULTING THIRD PARTY CONTRACT AND SUBCONTRACTS

- A. The Recipient may contract with third parties to perform work in furtherance of Recipient's Fiber Resiliency and Connectivity project. The Recipient will be fully responsible for the satisfactory completion of all work performed under any third-party Contract(s).
- B. With the Recipient's approval, the Recipient's Contractor may subcontract work performed in furtherance of the Fiber Resiliency and Connectivity project and the Recipient's Contractor will be fully responsible for satisfactory completion of all subcontracted work.
- C. The Recipient agrees all Recipient contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language requiring Contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) to be bound by the terms of this Agreement; (ii) be bound by all applicable State, and federal laws and regulations including, but not limited to, section 215.971, F.S. and Rule 69I-5.006(2), FAC; and (iii) hold the Department and Recipient harmless against all claims of whatever nature arising out of the performance of work under this Agreement, to the extent allowed and required by law.
- D. All Recipient contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language to provide for termination with reasonable costs to be paid for eligible contract work completed prior to the date the notice of suspension or termination was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Department. All Recipient contracts and subcontracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event.
- E. The Recipient shall document in its Quarterly Report, Attachment E, the Contractor and/or subcontractor's progress in performing its work under this Agreement. For each Contractor or subcontractor, the Recipient shall provide a written statement to the Department as to whether that Contractor or subcontractor is a minority business enterprise, as defined in section 288.703, F.S.

(22) ATTACHMENTS

A. All attachments and exhibits listed below are incorporated in their entirety into this Agreement.

B. This Agreement has the following attachments:

Exhibit 1 – Audit Requirements

Attachment A – Scope of Work and Budget

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Reimbursement of Funds

Attachment E – Quarterly Report

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H – Final Administrative Closeout Report

Attachment I – Request for Payment to Rural Community or Rural Area of Opportunity (Rural Payment)

C. In the event of any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- Amendments to this Agreement in reverse order.
- Attachment A
- This Agreement and Attachments B through I, in order.

(23) RETURN OF FUNDS

All refunds or repayments due to the Department under this Agreement are to be made payable to the order of “Department of Management Services” and mailed directly to the following address:

Department of Management Services
Financial Management Services
4050 Esplanade Way
Tallahassee, Florida 32399-0950

In accordance with section 215.34(2), F.S., if a check or other draft is returned to the Department for collection, the Recipient shall pay the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

(24) 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 Department request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Department and with a thirty (30) day written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

- B. This Agreement shall be construed under the laws of the State of Florida, and the 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. The Recipient is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the Recipient's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The Recipient shall promptly notify the Department if it or its suppliers, subcontractors, or consultants under this Agreement are placed on any such lists. 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 \$35,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- D. In addition, the Recipient shall send to the Department (by email) the completed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for each intended subcontractor that which Recipient plans to fund under this Agreement. The form must be received by the Department before the Recipient enters into a contract with any subcontractor. Pursuant to sections 287.135(5) and 287.135(3), F.S., Recipient agrees the Department may immediately terminate the Agreement for cause if the subcontractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.
- E. The Recipient and its 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. By executing this Contract, 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 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 Contract. The Recipient shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1., and the Department's obligation to terminate the Contract if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Recipient will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

- F. Any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.
- G. All expenditures of state financial assistance shall be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including but not limited to the Regulations listed in Attachment C, Statement of Assurances.
- H. The Agreement may be charged only with allowable costs resulting from obligations incurred pursuant to section 216.301, F.S., during the term of the Agreement.
- I. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.
- J. The Recipient shall remain obligated to return to Department any funds expended that do not comply with the terms and conditions of this Agreement.
- K. The Recipient shall remain obligated to return to Department any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of this Agreement.
- L. Funds refunded to Department from the Recipient for failure to perform as required under this Agreement may be expended only in direct support of the Haines City Fiber Resiliency and Connectivity project
- M. The Recipient is hereby informed of the provisions of Chapters 273 and 274, F.S., which identifies recordkeeping and inventory of state-owned tangible personal property, and such property owned by local governments. For requirements of this section, nonexpendable property is the same as "property" as defined by sections 273.02 and 274.02(1), F.S.

All nonexpendable property purchases under this Agreement shall be listed on the property records of the Recipient who shall be primarily responsible for the supervision, control, and disposition of the property in accordance with applicable law. Following the termination of this Agreement, the Recipient's use, retention, control, and disposition of this property shall be in accordance with Attachment A, Scope of Work and Budget, of this Agreement.

(25) LOBBYING PROHIBITION

- A. In accordance with sections 11.062 and 216.347, 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.
- B. The Recipient certifies, by its signature to this Agreement, that it shall comply with this provision.
- C. The Recipient shall ensure in any agreements with subcontractors where a contractor or subcontractor receives payment under this Agreement, the terms shall include this lobbying prohibition and shall require such subcontractors to certify their compliance with this provision.

(26) PROMPT PAYMENT AND VENDOR OMBUDSMAN

Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless this Agreement specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department, or the goods or services are received, inspected, and approved, a separate interest penalty as described by section 215.422, F.S., will be due and payable in addition to the invoice amount. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at 850-413-5516.

(27) 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.

(28) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C and the Warranties and Representations incorporated in Attachment F.

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IN WITNESS, THEREOF, the parties hereto have caused this 18-page Agreement and its incorporated exhibits to be executed by their undersigned officials, as duly authorized, and attest that they have read the above contract and agree to the terms contained within it.

HAINES CITY

By: _____
Omar Arroyo, Mayor
Haines City

Date: _____

59-6000332
Federal Identification Number

**STATE OF FLORIDA, DEPARTMENT OF
MANAGEMENT SERVICES**

By: _____
Tom Berger
Deputy Secretary, Business Operations

Date: _____

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EXHIBIT 1 AUDIT REQUIREMENTS

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

AUDITS

Part I: Federally Funded

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

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

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June

30, 2017, and thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT A to this form lists the state financial assistance awarded through the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

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

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

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

a. The Department at each of the following addresses:

Electronic copies (preferred): Audit@dms.fl.gov

or

Paper copies:

Melissa Pereira
Grant Manager
Division of Telecommunications
Department of Management Services
4030 Esplanade Way
Tallahassee, Florida 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.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

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

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

1. Federal Program A:

N/A

2. Federal Program B:

N/A

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

1. Federal Program A:

N/A

2. Federal Program B:

N/A

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

Matching Resources for Federal Programs:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

1. State Project A: Haines City Fiber Resiliency and Connectivity project

State Awarding Agency: Florida Department of Management Services

Catalog of State Financial Assistance Title and Number: XX.XXX

Amount: \$1,200,000.00

2. 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 No. DMS-24/25-202 between the Grantee and the Department, entered in State Fiscal Year 2024-25.

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Attachment A
SCOPE OF WORK AND BUDGET

1. BACKGROUND:

The funds will allow Haines City to construct a resilient and redundant fiber optic network for government and anchor institutions in the Haines City area. The City's existing fiber optic infrastructure is vulnerable to damage from falling trees and poles during severe weather conditions. This susceptibility leads to communication disruptions between municipal facilities at critical times. Furthermore, the City requires increased bandwidth to accommodate the growing population.

This fiber optic network is a crucial component of a broader Polk Vision Smart Communities Team initiative, aimed at establishing a secure, redundant, and resilient network infrastructure. This fiber optic network will link multiple agencies together for improved data sharing and communication for multi-agency operations such as public safety and regional planning. The network will also provide necessary infrastructure for regional anchor institutions such as local colleges and hospitals to interconnect their facilities and associated partners. The goal is to enhance intergovernmental communications and operations while advancing digital equity for the citizens, visitors, and businesses throughout Polk County.

The Florida Department of Management Services (DMS, or Department) has been appropriated for the State fiscal year 2024–2025, specifically appropriation line item #2981A, the nonrecurring sum of \$1,200,000.00 from the General Revenue Fund, Laws of Florida, Chapter 2024-231, to fund an appropriations project related to Haines City Fiber Resiliency and Connectivity.

2. TERM:

Funding will be available on July 1, 2024, and will expire on June 30, 2027. In accordance with section 215.971(1)(d), F.S., the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the period of this Agreement.

3. PURPOSE:

The Department wishes to disburse the appropriated funds to Haines City for the purpose of constructing a fiber optic network in accordance with the Laws of Florida, Chapter 2024-231.

4. GENERAL DESCRIPTION OF THE SCOPE OF WORK:

This Agreement is for Haines City to construct a fiber optic network to upgrade the Recipient's current communications infrastructure. The City will provide a fiber optic connection between the existing server closet in City Hall to the dedicated computer room in the City Hall Annex (City Hall Annex Component), construct a new redundant fiber optic connection between the Police Headquarters/Fire Station #2 and the City's Water Plant #1 and Utility Administration Campus (Police redundant component), build a redundant fiber connection from the new City Hall Annex computer room to the City's Water Plant and Administration Campus (Police/Fire and Emergency Operations Center (EOC) Component), expanding both the new redundant fiber from Police Headquarters/Fire Station #2 and the fiber recently installed by the City from its new EOC/Fire Station #3 back to the City's new computer room, and install a redundant fiber optic connection between the City's Wastewater Plant and the new EOC/Fire Station #3 facility being built (Utilities redundant component).

5. RECIPIENT RESPONSIBILITIES

5.1 RECIPIENT TASKS: Recipient will perform the following tasks in the time and manner specified:

5.1.1 Task 1. Procurement: The Recipient shall execute a contract or purchase order with a contractor or vendor responsible for procuring commodities and services to construct a fiber optic network for the Haines City Fiber Resiliency and Connectivity project no later than September 15, 2024, unless given written permission by the Department in advance.

5.1.1.1 Provide the Department with an unredacted copy of the final procurement documents and any related addendums. Ensure the procurement is done in compliance with all local and State of Florida procurement rules and laws. Ensure the procurement clearly sets forth all contractor requirements.

5.1.1.2 Provide the Department with a draft copy of contracts or purchase orders for Haines City Fiber Resiliency and Connectivity project. The draft copies must be received and reviewed for acceptance by the Department prior to executing a contract or purchase order or subcontract for work under this Agreement with a vendor. The Recipient is responsible for ensuring that its contract, purchase order, or subcontract with the awarded vendor for work under this Agreement complies with the terms in Section 20, Termination, of the Agreement.

5.1.1.3 Submit to the Department's Grant Manager a signed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for any contractor or subcontractor performing work and receiving funding under this Agreement. The form must be received by the Department prior to executing a contract or purchase order or subcontract for work under this Agreement with any vendor.

5.1.1.4 Provide the Department with an unredacted copy of the signed contract or executed purchase order for the Haines City Fiber Resiliency and Connectivity project. The contract or purchase order must require the awarded Contractor and/or Subcontractor to comply with the terms of this Agreement.

5.1.2 Task 2. Improvement: No later than September 30, 2024, unless given written permission by the Department in advance, the Recipient shall begin to conduct, or cause to be conducted, the construction of the fiber optic network for the Haines City Fiber Resiliency and Connectivity project procured in Task 1. The construction of the fiber optic network for the Haines City Fiber Resiliency and Connectivity project shall be performed by the awarded vendor(s) in accordance with the contract terms for the Haines City Fiber Resiliency and Connectivity project executed by the Recipient and its awarded vendor(s).

5.1.2.1 Document requests for reimbursement using appropriate reimbursement attachment form. Ensure all requests for reimbursement for Recipient Task 2 contain detail sufficient for audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, receipt of deliverable or service, copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers.

5.1.3 Task 3. Inspection: No later than July 15, 2027, the Recipient shall conduct or cause to be conducted an inspection of the fiber optic network for the Haines City Fiber Resiliency and Connectivity project to verify that the contract deliverables are met or exceeded in accordance with the Contract.

5.1.3.1 Document the inspection and indicate whether the performance has met or exceeded the Haines City Fiber Resiliency and Connectivity project component(s) contract deliverables, including any executed acceptance letters demonstrating completion of deliverables, and submit to the Department no later than July 31, 2027.

5.1.4 Task 4. Reporting: The Recipient shall report quarterly on the status of Haines City Fiber Resiliency and Connectivity project work described in Tasks 1, 2, and 3. These reports shall include the current status and progress of the Haines City Fiber Resiliency and Connectivity project contract deliverables, the expenditure of funds under this Agreement, and positive Return on Investment (ROI) gained by this project. The quarterly reports and Final Administrative Closeout Report will be submitted in accordance with Section 15 of this Agreement.

5.1.4.1 Timely submit Attachment E, Quarterly Report within 15 days of the end of each quarter, and Attachment H, Administrative Close-Out Report, to the Department's Grant Manager. Attachment H is due no later than August 31, 2027.

6. DELIVERABLES: Recipient will complete and submit the following deliverables to the Department in the time and manner specified:

6.1 Quarterly: Each quarter the Recipient shall update the Department on the status of the Haines City Fiber Resiliency and Connectivity project, including any delays or problems, with supporting documentation as specified in Recipient Tasks 1 through 4.

7. PERFORMANCE MEASURES: Deliverables must be met at the following minimum level of performance:

7.1 Procurement. Execute a contract or purchase order with a Contractor responsible for the construction of the fiber optic network for the Haines City Fiber Resiliency and Connectivity project as specified.

7.2 Improvement. Conduct, or cause to be conducted, the construction of the fiber optic network for the Haines City Fiber Resiliency and Connectivity project as specified.

7.3 Inspection. Conduct, or cause to be conducted an inspection of the fiber optic network for the Haines City Fiber Resiliency and Connectivity project, as specified.

7.4 Reporting. Prepare and submit Attachment E, Quarterly Report, and Attachment H, Final Administrative Close-Out Report, as specified.

8. FINANCIAL CONSEQUENCES

8.1 If the Recipient fails to comply with any term of this Agreement, then DMS shall take one or more of the following actions, as appropriate in the circumstances:

8.1.1 Temporarily withhold cash payments pending correction of the deficiency by the Recipient;

8.1.2 Disallow all or part of the cost of the activity or action not in compliance with this Agreement;

8.1.3 Wholly or partly suspend or terminate the current award for the Recipient; or,

8.1.4 Take other remedies that may be legally available.

8.2 Additionally, the Department will provide no reimbursement or payment for any improvement that does not meet or exceed the standards established in the Haines City Fiber Resiliency and Connectivity project Agreement.

9. DEPARTMENT TASKS

- 9.1** The Department will review documents to ensure compliance with the terms of this Agreement in furtherance of monitoring the legislatively appropriated funds. Review of Haines City Fiber Resiliency and Connectivity project documentation shall not be construed as an approval of the Recipient's Fiber Resiliency and Connectivity project contract terms and conditions.
- 9.2** The Department will not be responsible or liable for Recipient obtaining the fiber optic network or performance of any terms in Recipient's contract with a vendor to provide its Fiber Resiliency and Connectivity project.

10. METHOD OF PAYMENT:

- 10.1** The method of payment is cost reimbursement unless otherwise specified as an eligible Rural Community or Rural Area of Opportunity Payment.
- 10.2** The Recipient will not receive payment in advance for goods or services described in this scope of work.
- 10.3** The Recipient is responsible for the performance of all tasks and deliverables contained in this scope of work.

11. LINE-ITEM BUDGET

**Amount Requested from the State in this \$ 1,200,000.00
Appropriations Project Request.**

Total \$ 1,200,000.00

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Attachment B

Program Statutes and Regulations

This is a non-exhaustive list of statutes and regulations. The Recipient shall be aware of and comply with all State and Federal laws, rules, policies, and regulations relating to its performance under this Agreement.

Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and State assistance
Section 216.181(16), Florida Statutes	Approved budgets for operations and fixed capital outlay.
Section 216.301, Florida Statutes	Appropriations; undisbursed balances.
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a non-competitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
Section 288.005, Florida Statutes	Return on investment is synonymous with Economic benefits, which means the direct, indirect, and induced gains in state revenues as a percentage of the State's investment.
Chapter 273, Florida Statutes	State-Owned Tangible Personal Property
Chapter 69I-72 Florida Administrative Code	State-Owned Tangible Personal Property
Chapter 274, Florida Statutes	Tangible Personal Property Owned by Local Governments
Chapter 69I-73, Florida Administrative Code	Tangible Personal Property Owned by Local Governments
CFO MEMORANDUM NO. 03 (2014-15)	Compliance Requirements for Agreements
CFO MEMORANDUM NO. 02 (2012-13)	Contract and Grant Reviews and Related Payment Processing Requirements
Chapter 69I-5, Florida Administrative Code	STATE FINANCIAL ASSISTANCE https://apps.fldfs.com/fsaa/compliance.aspx
Reference Guide for State Expenditures	Reference Guide for State Expenditures http://www.myfloridacfo.com/aadir/reference_guide/

Attachment C
STATEMENT OF ASSURANCES

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- a) In receipt of the State funds, Recipient agrees to abide by all applicable local, State of Florida, and federal regulations and laws.
- b) No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during their tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above.
- c) Recipient will establish safeguards to prohibit employees from using 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 pursuant to section 112.313 and section 112.3135, F.S.
- d) Recipient will notify the Department promptly of any unusual existing condition which hampers the Contractor's work.
- e) Recipient or its contracted and/or subcontracted vendor will obtain all required permits.

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**Attachment D
Request for Reimbursement of Funds**

Prepare an itemized request for reimbursement expenditures in each budget category for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, and any other expenditure justifications which reflect the deliverables provided during the reporting period. If there is insufficient space, please include details in an attachment.

County: Haines City	Project Name	Haines City Fiber Resiliency and Connectivity	Request Number:	Request Date:
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Budget Categories		Unit Price (\$)	Quantity	Total Amount (\$)	Previous Request Amount (\$)	Current Request Amount (\$)
Deliverable Items						
A. Cabling, routing, Velcro straps, patch panels and other cabling materials and equipment.						
B. Installation, cabling removal and replacement, cable testing and verification, worksite cleanup, labeling and documentation and other cabling installation and maintenance services.						
Reimbursement Request Total						

Approximate amount of funding available (Percentage) %

Documentation Received by:

Signature of Authorized Official

Date

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. The 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 this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

Any procurement shall be done in compliance with all local and State procurement rules and laws and done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate an 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.

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.

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.

ATTACHMENT G

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

- (1) The prospective Contractor or subcontractor of Haines City certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by the State of Florida.

- (2) In accordance with the requirements of section 287.135(5), F.S., the prospective Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

The State Board of Administration maintains the "Quarterly List of Scrutinized Companies that Boycott Israel" at the following link: <https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>.

CONTRACTOR:

Company Name

Name and Title

Street Address

City, State, Zip

Signature

Haines City

Recipient's Name

DMS-24/25-202

Department's Contract Number

Date

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Attachment H
Final Administrative Closeout Report
(Due on or before August 30, 2027)

Recipient: Haines City
Report Number: _____
Report Date: _____

Project Status Update (include milestones completed, percentage completed, and schedule with estimated dates for completion. Include the program outcomes achieved and if the product/service meets/exceeds/does not meet the requirements/standards/service performance):

Problems/Delays (Describe **issues** or circumstances that affected completion date, milestones, the scope of work, and/or any open issues):

Lessons Learned (State the lessons learned in terms of a problem or issue. Describe the problem, and identify recommended improvements to correct a similar problem in the future):

Cost Status: Cost Unchanged Under Budget Over Budget

Return on investment (total expenditures for the project, positive return on investments gained by this program/project, e.g., The new equipment will reduce unscheduled downtime by__ %):

Signature of Authorized Official

Date

**Attachment I
Request for Payment to Rural Community or Rural Area of Opportunity
(Rural Payment)**

Prepare an itemized Request for Payment to Rural Community or Rural Area of Opportunity in each budget category for each deliverable. Attach copies of purchase orders, itemized invoices, and any other expenditure justifications which reflect the deliverables provided during the reporting period. If there is insufficient space, please include details in an attachment.

Recipient: Haines City	Project Name: Haines City Fiber Resiliency and Connectivity	Request Number:	Request Date:
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Budget Categories				Total Amount (\$)	Previous Request Amount (\$)	Current Request Amount (\$)
Deliverable Items	Unit Price (\$)	Quantity	Total Amount (\$)	Previous Request Amount (\$)	Current Request Amount (\$)	
A. Cabling, routing, Velcro straps, patch panels and other cabling materials and equipment.						
B. Installation, cabling removal and replacement, cable testing and verification, worksite cleanup, labeling and documentation and other cabling installation and maintenance services.						
Request for Payment to Rural Community or Rural Area of Opportunity Total						

Approximate amount of funding available (Percentage) %
Documentation Received by: _____
Signature of Authorized Official _____ Date _____

