

RESOLUTION NO. 2024- 932

A RESOLUTION APPROVING A GRANT AGREEMENT (NO. FM924) BETWEEN THE STATE OF FLORIDA DEPARTMENT OF FINANCIAL SERVICES AND THE CITY OF TAMPA IN THE AMOUNT OF \$290,000 FOR THE PURCHASE OF A RESCUE/MARINE UNIT VEHICLE; AUTHORIZING EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Financial Services awarded funding to the City of Tampa as part of the State’s General Appropriations Act for the 2023-2024 State Fiscal Year; and

WHEREAS, the State Legislature re-appropriated funds from the 2023-2024 State Fiscal Year for the 2024-2025 State Fiscal Year, renewing the period of performance from July 1, 2024 to June 30, 2025; and

WHEREAS, the City of Tampa Fire Rescue will use the funds to purchase a Rescue/Marine Unit vehicle; and

WHEREAS, it is in the best interest of the residents of the City of Tampa for the City to enter into Grant Agreement (No.FM924) between the State of Florida Department of Financial Services and the City of Tampa (“Grant Agreement”) which accepts said funding with certain grant requirements for the purposes and uses described therein.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the Grant Agreement between the State of Florida Department of Financial Services and the City of Tampa in the amount of \$290,000 for the purchase of a Rescue/Marine Unit vehicle, a copy of which is attached hereto and by reference made a part hereof, is hereby approved in its entirety.

Section 2. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official Seal of the City of Tampa to the Grant Agreement on behalf of the City.

Section 3. That all officers of the City of Tampa are authorized to do all things necessary and proper to carry out and make effective the provisions of this Resolution.

Section 4. That this Resolution shall take effect, nunc pro tunc, on July 1, 2024.

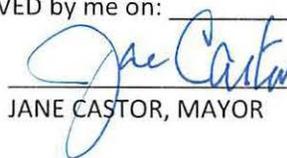
PASSED AND ADOPTED by the City Council of the City of Tampa, Florida on OCT 17 2024.



CHAIR / CHAIR PRO-TEM CITY COUNCIL

ATTEST: 

CITY CLERK/ ~~DEPUTY CITY CLERK~~

APPROVED by me on: 10/22/24


JANE CASTOR, MAYOR

APPROVED AS TO LEGAL SUFFICIENCY:
e/s
Justin Vaske, Senior Assistant Attorney

Agreement # FM924

**GRANT AGREEMENT
BETWEEN
STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
AND
CITY OF TAMPA**

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Department, through its Division of State Fire Marshal, has the authority, pursuant to a specific appropriation of the General Appropriations Act to grant funds to the Grantee; and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to perform the tasks identified herein in accordance with the terms and conditions hereinafter set forth.

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

A. Tasks and Performance Requirements:

In accordance with Line 2479A of the General Appropriations Act for the 2023-2024 State fiscal year, the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments and exhibits, which are incorporated by reference herein.

The funds shall be utilized to purchase a Rescue/Marine Unit, and the performance requirements are specifically described in Attachment 1, Scope of Work (herein referred to as the “SOW”).

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

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

C. Performance Period:

The term of this Agreement (Agreement Period) begins on July 1, 2024 and ends on June 30, 2025 by reappropriating funds from the 2023/2024 fiscal year. Renewal of this Agreement is only possible if the Florida Legislature re-appropriates unexpended funds, which is not contemplated by the Parties upon entering this Agreement. Legislative funding restrictions prevent any extension of this Agreement Period.

D. Funding Requirements of Section 215.971(1), Florida Statutes (F.S.):

1. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Performance Period.
2. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
3. The Grantee shall refund to the Department all funds received in excess of the amount to which the Grantee or its subrecipients are entitled under the terms and conditions of this Agreement.

E. Payment and Funding Considerations:

1. Compensation. This is a cost reimbursement agreement. This Agreement shall not exceed \$290,000.00, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. The State's and the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
2. Payment Process. Subject to the terms and conditions established in this Agreement, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
3. Grantee Rights. A Vendor Ombudsman has been established within the Department. The duties of this individual include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be reached at (850) 413-5516.
4. Taxes. The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee, however, shall not be exempted from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.
5. Expenditures. All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the State's Reference Guide for State Expenditures, which can be obtained at: <http://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. The Grantee may not spend funds received under this Agreement for purposes of lobbying the Florida legislature, the judicial branch, or a state agency.
6. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in Attachment 1, Statement of Work (SOW), and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State's Reference Guide for State Expenditures. All charges for performance under this Agreement or for reimbursement of expenses authorized by the

Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.

7. Interim Payments. Payments will be made to the Grantee only after the Department's acceptance of the deliverable(s) per the deliverable payment points identified in the SOW; however, if the Department determines that circumstances warrant, the Department may accept partial performance and make partial payment for the partial performance.
8. Advance Payments. If authorized by sections 215.422(154) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.
9. Final Invoice. The Grantee shall submit the final invoice to the Department no later than sixty (60) days after the Agreement ends or is terminated; however, the final invoice shall be submitted on or before September 1st following the June 30th ending date of the final State fiscal year in which the project is appropriated funding by the Legislature. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any requests submitted after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

F. Governing Laws of the State:

1. Governing Law. The Grantee agrees that this Agreement is entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section U., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
2. Ethics. The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly:
 - a. Offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or
 - b. Offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee.

For purposes of subsection b., "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance.

3. Advertising. Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of the Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.
4. Sponsorship. As required by section 286.25, F.S., if the Grantee is a nongovernmental organization that sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.
5. Conflict of Interest. This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
6. Records Retention. The Grantee shall retain all records that it made or received in conjunction with the Agreement for the longer of five (5) years after the end of the Agreement Period and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/g51-sl-2020.pdf>). If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014). See <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.
7. MyFloridaMarketPlace. Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(3)(i), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

G. Return or Recoupment of Funds:

1. If the Grantee or its independent auditor discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or

discovery. A check for the amount due should be sent to the Department's Agreement Manager and made payable to the "Department of Financial Services."

2. Notwithstanding the damages limitations of Section W, Limitation of Liability, if the Grantee's non-compliance with any provision of the Agreement results in additional costs or monetary loss to the Department or the State, the Department can recoup the costs or losses from monies owed to the Grantee under this Agreement or any other agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department in full within thirty (30) days from the date of discovery or notification, unless the Department agrees, in-writing, to an alternative timeframe.

H. Audits and Records:

1. Representatives of the Department, including the State's Chief Financial Officer, the State's Auditor General, and representatives of the federal government, shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.
4. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.
5. The Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient contracts and assignments.

I. Employment Eligibility Verification: N/A

J. Nondiscrimination:

The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

K. Continuing Duty of Disclosure of Legal Proceedings and Instances of Fraud:

1. The Grantee shall provide written notice to the Department disclosing any criminal litigation, investigation, or proceeding that arises during the Agreement Period involving the Grantee, or, to the extent the Grantee is aware, any of the Grantee's subrecipients or contractors (or any of the foregoing entities' current officers or directors). The Grantee shall also provide written notice to the Department disclosing any civil litigation, arbitration, or proceeding that arises during the Agreement Period, to which the Grantee (or, to the extent the Grantee is aware, any subrecipient or contractor hereunder) is a party, and which:
 - a. Might reasonably be expected to adversely affect the viability or financial stability of the Grantee or any subrecipient or contractor hereunder; or
 - b. Involves a claim or written allegation of fraud against the Grantee, or any subrecipient or contractor hereunder, by a governmental or public entity arising out of business dealings with governmental or public entities.

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

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

L. Assignments, Subgrants, and Contracts:

1. Unless otherwise specified in the SOW or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior approval of the Department shall be null and void. If the Department approves transfer of the Grantee's obligations, the Grantee remains responsible for all work performed

and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.
3. The Grantee agrees that the Department may assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.
4. The Grantee agrees to make payments to any subrecipient or contractor within seven (7) working days after receipt of full or partial payments from the Department unless otherwise stated in the agreement between the Grantee and the subrecipient or contractor. The Grantee's failure to pay its subrecipients or contractors within seven (7) working days will result in a statutory penalty charged against the Grantee and paid to the subrecipient or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due (see section 287.0585, F.S.)

M. Nonexpendable Property:

1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature, with a value or cost of \$1,000 or more, and a normal expected life of one year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25 or more; and hardback-covered bound books, with a value or cost of \$250 or more).
2. All nonexpendable property purchased under this Agreement shall be listed on the property records of the Grantee. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which, at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make, or manufacturer; year and/or model; manufacturer's serial

number(s); if an automobile, the vehicle identification number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

3. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property, or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.
4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage, or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.
5. The Grantee shall be responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement, and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.
6. A formal amendment to this Agreement is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget (see the SOW).

N. Requirements Applicable to the Purchase of, or Improvements to, Real Property:

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

O. Insurance:

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

Upon execution of this Agreement, the Grantee shall provide the Department written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Agreement, the Grantee shall furnish the Department proof of applicable insurance coverage by standard ACORD form certificates of insurance. If any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation

and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

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

P. Intellectual Property Rights:

Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

Q. Independent Contractor Status:

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

1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State.
4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee or its subrecipient, contractor, or assignee.
5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive benefits

and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State.

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

R. Electronic Funds Transfer:

The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>.

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

S. Entire Agreement:

The following documents are attached and incorporated into this Agreement, are considered an integral part of the Agreement, and embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

1. Attachment 1, Statement of Work;
2. Pages 1-16 of this Agreement;
3. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
4. Attachment 3, Index of Applicable Laws and Regulations; and
5. Addendum A, Public Records Requirements (all references in this addendum to "Contractor" shall be read to say "Grantee," and all references to "Contract" shall be read to say "Agreement").
6. Appendix 1, Grantee's Obligation with Vendor for Equipment;
7. Attachment 4, Status Update Request Form; and
8. Attachment 5, Reimbursement Request Letter.

T. Time is of the Essence:

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

U. Termination:

1. Termination Due to the Lack of Funds.

If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If any funding identified by Grantee as funds to be provided for completion of the project as described herein becomes unavailable,

including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

2. Termination for Cause.

The Department may terminate the Agreement if the Grantee fails to:

- a. Satisfactorily complete the deliverables within the time specified in the Agreement;
- b. Maintain adequate progress, thus endangering performance of the Agreement;
- c. Honor any term of the Agreement; or
- d. Abide by any statutory, regulatory, or licensing requirement.

The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for purposes that are considered ineligible under:

- a. This Agreement; or
- b. Applicable program laws, rules, and regulations governing the use of funds under this Agreement.

3. Termination for Convenience.

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

4. Grantee's Responsibilities upon Termination.

If the Department provides a notice of termination to the Grantee, except as otherwise specified by the Department in that notice, the Grantee shall:

- a. Stop work under this Agreement on the date and to the extent specified in the notice.
- b. Complete performance of such part of the work that has not been terminated by the Department, if any.
- c. Take such action as may be necessary, or as the Department may specify, to protect and preserve any property which is in the possession and custody of the Grantee, and in which the Department has or may acquire an interest.
- d. Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this Agreement. No extra compensation will be paid to the Grantee for its services in connection with such transfer or assignment.

V. Dispute Resolution:

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

W. Indemnification:

1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.
2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such a suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.
3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee:
 - a. written notice of any action or threatened action,
 - b. the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and
 - c. assistance in defending the action at the Grantee's sole expense.

The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.

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

X. Limitation of Liability:

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

as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them.

Y. Force Majeure and Notice of Delay from Force Majeure:

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

Z. Mandatory Disclosure Requirements:

1. Conflict of Interest. This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.
2. Convicted Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

3. Discriminatory Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”
4. Antitrust Violator Vendor List. The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: “A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.”
5. Department Inspection of Records. Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee’s financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor’s programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department’s Contract Manager within 10 business days after a request is made to the Contractor.
6. Foreign Gifts and Contracts. The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 268.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

AA. Severability:

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

BB. Survival:

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

CC. Execution in Counterparts:

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

DD. Contact Information for Grantee and Department Contacts:

Grantee’s Payee:	Grantee’s Agreement Manager:
Barbara Tripp (Fire Chief)	Ken Farrell (Grant Supervisor)
808 E. Zack Street	808 E. Zack Street
Tampa, FL 33602	Tampa, FL 33602
(813) 274-7063	(813) 274-7063
Ken.Farrell@tampagov.net	Ken.Farrell@tampagov.net

Department’s Agreement Manager:

Ginie Chibuzor

200 E. Gaines

Tallahassee, FL 32399

(850) 413-3631

Ginie.Chibuzor@myfloridacfo.com

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

EE. Notices:

The contact information provided in the immediately preceding Section shall be used by the Parties for all communications under this Agreement. Where the terms “written notice” or notice “in writing” are used to specify a notice requirement herein, said notice will be deemed to have been given:

1. when personally delivered;
2. When transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid);
3. The day following the day (except if not a business day, then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or
4. On the date actually received or the date of the certification of receipt.

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

CITY OF TAMPA

DEPARTMENT OF FINANCIAL SERVICES

By: Jane Castor
Name: Jane Castor
Title: Mayor
Date: 11/8/24

By: Julie Jones
Signed by:
9CC8939F488146E...
Name: Julie Jones
Title: Deputy Chief Financial Officer
Date: 11/13/2024 | 2:11 PM EST

ATTEST:

Sherby Jay-Knowles
City Clerk / ~~Deputy City Clerk~~

APPROVED AS TO LEGAL SUFFICIENCY:

e/s Justin Vaske
Justin Vaske
Senior Assistant City Attorney

Attachment 1

STATEMENT OF WORK

1. **Project Description:** Line 2479A of the General Appropriations Act for the 2023-2024 State fiscal year provides the appropriation of \$290,000.00 to the Grantee. The funds will be used for the purchase of equipment, specifically a Rescue/Marine Unit.
2. **Grantee's Responsibilities:** The Grantee shall:
 - a. Purchase the equipment as specified in Appendix 1, Grantee's Obligation with Vendor for Equipment.
 - b. Provide the Department with the required supporting documents with the invoice as specified in Section 5, Invoice Submittal and Payment Schedule.
 - c. Receive the equipment as described in Appendix 1 in a timely manner not to exceed the Performance Period stated in Section C., Performance Period, of the Agreement.
 - d. Provide the Department with sufficient documentation that ensures receipt of the equipment. Sufficient documentation shall include, but not be limited to, documentation evidencing transfer of title of the equipment, evidence of the VIN showing Grantees ownership, or insurance documentation in the Grantee's name.
 - e. Provide the Department with documentation, upon Department's demand, evidencing status reports. Grantee shall provide status report documentation on the Status Update Request Form, incorporated by reference as Attachment 4.
 - f. Submit monthly fire incident data to the National Fire Incident Reporting System via <https://www.nfirs.fema.gov/NFIRSWeb/login> for the entire duration of the Performance Period listed in the Agreement. Proof of submittance of fire incident data is required to be provided to the Department upon the Department's demand.
3. **Department's Responsibilities:** The Department shall monitor the Grantee's progress as it deems necessary to verify that all requirements of the Agreement are being performed in accordance with this Agreement. The Department shall review submitted documentation and process payments to the Grantee to reimburse allowable, reasonable, and necessary expenditures, not to exceed \$290,000.00.

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

- The remainder of this page is intentionally left blank. -

4. Deliverables: The Grantee shall complete the following deliverable:

Deliverable No. 1 – Purchase of Equipment		
Task	Documentation	Financial Consequences
Purchase and receipt of equipment as described in Appendix 1, Grantee’s Obligation with Vendor for Equipment.	<p>A. Grantee must provide proof of payment of the equipment in the form of cleared check(s), bank statement(s), or electronic fund transfer(s).</p> <p>B. Grantee must provide proof of receipt of the equipment in the form of transfer of title of the equipment, evidence of the VIN showing Grantees ownership, or insurance documentation in the Grantee’s name.</p>	The Department will not reimburse the Grantee pursuant to the Agreement for any equipment received outside of the specified Performance Period, or if accurate and sufficient documentation is not received from the Grantee.
TOTAL AMOUNT NOT TO EXCEED \$290,000.00		

5. Invoice Submittal and Payment Schedule: This is a cost reimbursement contract. The Department will reimburse the Grantee upon satisfactory completion of the deliverable requirements specified in Section 4, Deliverables, and in accordance with the terms and conditions of this Agreement for a total dollar amount not to exceed \$290,000.00 subject to the availability of funds. To request reimbursement, the Grantee shall:

- a. Complete the Reimbursement Request Letter, incorporated by reference as Attachment 5, signed by the Grantee’s Agreement Manager certifying that the costs being claimed in the invoice package:
 - i. Are specifically for the equipment represented to the State in the budget appropriation;
 - ii. Have been paid;
 - iii. Were incurred within the Performance Period as specified in Section C, Performance Period, of the Agreement; and
 - iv. Are not a duplicate, and duplicates will not be submitted to another funding source.
- b. Provide all documentation necessary to demonstrate completion of the Deliverable listed in Section 4, Deliverables.
- c. Provide the itemized invoice from the vendor listed in Appendix 1, that matches the equipment described in Appendix 1.
- d. Provide proof of payment to the specified vendor.

6. Financial Consequences for Failure to Timely and Satisfactorily Perform: Failure to complete the required duties outlined in this SOW shall result in the automatic rejection of a request for reimbursement of the associated expenditures for the applicable deliverable(s). Failure to provide documentation required in Section 4, Deliverables within the specified Performance Period shall result in the expenditure not being reimbursed by the Department.

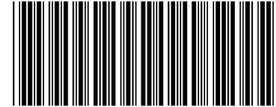
This provision for financial consequences shall not affect the Department’s right to terminate the Agreement as provided elsewhere in the Agreement.

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

-End of Attachment 1 (Statement of Work)-

Appendix 1

Grantee's Obligation with Vendor for Equipment



City of Tampa
 306 EAST JACKSON STREET
 Tampa, FL 33602
 United States

Type	Purchase Order
Order	124209672
Revision	0
Order Date	05-AUG-2024
Revision Date	
Current Buyer	Inger T Welch

Supplier **REV RTC INC FKA ASV RTC INC**
 DBA HALL-MARK RTC
 725 SW 46TH AVE
 Ocala, FL 34474
 United States

Ship To **808 E Zack St**
 Tampa Fire HQ & Station 1
 Tampa, FL 33602
 United States

Bill To **R&F - Accounts Payable (Global)**
 PO BOX 2000
 Tampa, FL 33601
 United States

Supplier Number	Payment Terms	Freight Terms	FOB	Ship Via
1126144	Net 30	Freight Included	FOB - Destination	Best Way
Supplier Contact		Requester		
		Fallon Elizabeth Hopp Phone: 1-813-274-7534 E-mail: Fallon.Hopp@tampagov.net		

Notes City of Tampa is Tax Exempt #85-8013818565C-8.
 Dive Truck Road Rescue. One Road Rescue 2025 Freightliner M2 Ultramedic Rescue

Line	Part Number	Description	Quantity	UOM	Unit Price(USD)	Amount(USD)
1		Dive Truck Road Rescue. One Road Rescue 2025 Freightliner M2 Ultramedic Rescue			456,178.00	456,178.00
	Promised: Needed: 5/15/2025					
					Total	456,178.00

CITY OF TAMPA FLORIDA STANDARD PURCHASE ORDER TERMS AND CONDITIONS

The Contractor or Vendor (hereinafter Vendor), in accepting this Purchase Order, agrees to and shall be bound by all of the following terms and conditions, unless otherwise agreed to, in writing, by the City of Tampa (hereinafter City):

1. The content and conditions of this purchase order may not be verbally modified. Any changes must be in writing and approved by the Director of Purchasing. If these conditions are not acceptable, please notify the contact listed on the order before shipping the items or delivering services. If prices are higher than specified, do not ship without prior written approval from the Director of Purchasing.
2. All invoices, packing lists and packages must bear this Purchase Order number as printed on the face of the Purchase Order. All invoices must have Vendor's name and address, a unique invoice number, date, description of goods/services purchased, and pricing by line item and unit price, extended price and total amount due that are consistent with the Purchase Order, correct Purchase Order number, and Vendor's remit to address. Improper invoices will be returned to the Vendor. Prices shall include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the goods/services.
3. Payments will be made upon City's receipt of a proper invoice in accordance with Florida's Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Disputed payments shall be resolved in accordance with City of Tampa Executive Order 2003-01.
4. Materials rejected by the City will be returned to the Vendor at the Vendor's risk and expense. The City shall not be liable or otherwise responsible for any re-stocking charges unless prior written approval has been provided by the Director of Purchasing.
5. Cash discounts will be deducted as provided for on the face of this Purchase Order or in accordance with the terms of the Vendor's quotation or bid.
6. Acceptance by the Vendor of this order includes acceptance of all items, conditions, prices, delivery instructions and specifications as shown on the order or attached to or referred to, and which are made a part hereof by reference, as fully and to the same extent as if copied at length herein. In the event of a conflict or discrepancy between this Purchase Order and any referenced contract document, if one exists, the contract document shall govern. The Vendor may not unilaterally modify the terms of this Purchase Order by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Vendor's order or fiscal forms or other documents forwarded by the Vendor for payment. The City's acceptance of product or processing of documentation on forms furnished by the Vendor for approval or payment shall not constitute acceptance of the proposed modification to the terms and conditions of this Purchase Order.
7. All shipments by the Vendor must be F.O.B Destination, unless otherwise authorized in writing by the Director of Purchasing. Any F. O.B. Shipping Point freight charges shall be prepaid and added to the invoice and with a copy of the freight bill attached. The City will not accept collect shipments. All stated delivery times are of the essence.
8. The City reserves the right to cancel all or part of this Purchase Order prior to acceptance of the goods or services.
9. Vendors are expected to satisfy all purchase orders in one shipment unless otherwise stipulated in the subject solicitation, award, or authorized by the Director of Purchasing in writing.
10. Vendors are not authorized to deliver any goods or services which are not covered by this Purchase Order. The City accepts no responsibility and is not obligated to render payment for purchases that are not covered by a duly-issued purchase order or specifically authorized by the Director of Purchasing.

11. A. Indemnification (Intellectual Property). Whenever the Vendor is required or desires to use any design, device, material or process covered by letters of patent or copyright, the Vendor shall indemnify, defend and save harmless the City, its officers, elected and appointed officials, agents and employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment, or process, to be performed hereunder, and shall indemnify the said City, its officers, agents, and employees for any costs (including court costs and attorneys' fees), expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of the work. The duty to defend is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Vendor, the City and any indemnified party. The provisions herein shall survive acceptance of any goods and/or services and payment therefore by the City; and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

11. B. Indemnification (General). The Vendor shall indemnify, defend and hold harmless the City of Tampa, its officers, elected and appointed officials, and employees from and against any and all liabilities, claims, suits, damages, charges, or expenses (including attorney's fees, whether at trial or appeal) which they may suffer, sustain, incur, or in any way be subjected to by reason or as a result of any act, negligence, or omission on the part of the Vendor, its agents or employees, in the execution or performance of the obligations assumed under or incidental to, the contract awarded under this Purchase Order, except when caused solely by the fault, failure, or negligence of the City, its agents, or employees. The duty to defend is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Vendor, the City and any indemnified party. The provisions herein shall survive acceptance of any goods and/or services and payment therefore by the City, and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Section 725.06(2)-(3), Florida Statutes or Section 725.08, Florida Statutes then with respect to the part so limited, Vendor agrees to the following: to the maximum extent permitted by Florida Law, Vendor will indemnify and hold harmless the City of Tampa, its officers, elected and officials, and employees from any and all liabilities, damages losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extend caused by the negligence, recklessness, or wrongful conduct of the Vendor and persons employed or utilized by the Vendor in the performance of the contract awarded under this Purchase Order.

If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Section 725.06(1), Florida Statutes, or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of the contract awarded under this Purchase Order, (ii) coverage amount of the Commercial General Liability Insurance required by the contract awarded under this Purchase order or (iii) \$1,000,000.00. Otherwise, the obligations of this Section 11.B. will not be limited by the amount of any insurance required to be obtained or maintained under this Purchase Order.

11. C. If any portion of this contract or agreement is for, or in conjunction with, any construction, alteration, repair or demolition of a building, structure, appurtenance, or appliance, including moving and excavation connected with it, the Vendor shall accept the sum of One Dollar (\$1.00) as consideration for the indemnification and hold harmless provisions of sub-paragraphs 11. A. and 11.B above.

12. The Vendor shall warrant that the goods, materials, machinery and apparatus supplied under this Purchase Order are well made, of good materials, and conform to any model or sample provided by the Vendor to the City. The Vendor shall provide to the City a one (1) year written warranty: (a) against poor workmanship, for all services rendered by the Vendor, (b) for all products, materials or equipment provided by the Vendor in the course of providing service to the City, and (c) for all commodities sold to the City. The warranty period shall begin on the date of final completion and/or acceptance by the City. The Vendor shall replace or repair, free of charge, FOB City, any parts of machinery and/or apparatus supplied herein under which proved defective in workmanship or material.

13. The Vendor shall supply a Material Safety Data Sheet (MSDS) with each initial delivery of any materials defined by the State of Florida of the Federal Government as being toxic or harmful.

14. Until acceptance, risk of loss or damage shall remain with the Vendor. The Vendor shall be responsible for filing, processing, and collecting all damage claims. When the City rejects a product, the Vendor shall remove it from the premises within ten (10) days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Vendor. Rejected product not removed by the vendor within ten (10) days shall be deemed abandoned by the Vendor, and the City shall have the right to dispose of it as its own property. The Vendor shall reimburse the City for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

15. The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Purchase Order, including, without limitation, its interpretation, construction, performance, and enforcement. The Vendor submits to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

16. The Vendor shall have in its possession any applicable permits, licenses, etc. that may be required by Federal, State, County, or local law to furnish products or services under the scope of this Purchase Order and shall be subject to all ordinances, rules and regulations of the City and shall be in compliance with all Federal, State or Local law, regulations and rules in its performance of services or delivery of products under this Purchase Order.

17. The Vendor shall comply with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, which prohibits discrimination based on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, age, disability, familial status, or marital status, discriminate in any form or manner.

The Vendor shall also comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

18. No right, obligation or interest in this Purchase Order shall be assigned or delegated by the Vendor without the prior written consent of the City. Any such unauthorized assignment or delegation by Vendor shall be void and may render this Purchase Order void, at the sole option of the City, without prejudice to City's other rights and remedies.

19. The Vendor shall keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the Vendor for a minimum of six (6) years from the date of termination of this contract. The City and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the City deems necessary during the period of this contract and during the period of six (6) years thereafter. This six (6) year time period will be extended until audit findings are issued if an audit is initiated during the six (6) year period. Such activity shall be conducted only during normal business hours. The City, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor as concerns the aforesaid records and documentation.

20. This Purchase Order is subject to funding availability. In the event sufficient budget funds to fund this Purchase Order become reduced or unavailable, the City shall notify the Vendor of such occurrence, and the City may terminate this Purchase Order, without penalty or expense to the City, upon no less than twenty-four (24) hours written notice to the Vendor. The City shall be the final authority as to the availability of funds and how available funds will be allotted. If this Purchase Order is funded in whole or in part by federal or state dollars which are reduced or become unavailable, the City shall notify the Vendor of such occurrence and the City may terminate this Purchase Order, without penalty or expense to the City, upon no less than twenty-four (24) hours written notice to the Vendor.

21. The City of Tampa is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased. A copy of the City's Tax Exempt Certificate can be provided upon request.

22. In accordance with Section 448.095, Florida Statutes, the Vendor agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the contract under this Purchase Order. The Vendor must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract. If the City has a good faith belief that the Vendor has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate the contract with the Vendor, and the Vendor may not be awarded a contract with the City for at least 1 year after the date on which the contract was terminated. The Vendor is liable for any additional costs incurred by the City as a result of the termination of the contract. If the City has a good faith belief that a subcontractor knowingly violated the law, but the Vendor has otherwise complied with the law, the City shall promptly notify the Vendor and order the Vendor to immediately terminate the contract with the subcontractor.

23. Section 287.135, Florida Statutes, prohibits agencies or local governmental entities from contracting for goods or services of any amount with companies that are on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel, and of \$1 million or more with companies that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The Vendor certifies that the Vendor is not in violation of Section 287.135, Florida Statutes. The City, at its option, may terminate this Purchase Order for cause if the Vendor is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

24. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an award/contract to provide any goods or services to a public entity, may not submit a bid on an award/ 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2)(a)]. The Vendor certifies that the Vendor is in compliance with Section 287.133, Florida Statutes.

25. If applicable, Vendor shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by Vendor in connection with this Purchase Order.

26. If applicable, this Purchase Order is subject to the City of Tampa's Insurance Requirements that can be found at <https://www.tampa.gov/purchasing/info> and should be reviewed for complete insurance details and coverage requirements. Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than a A.M. Best rating of no less than A-, Class VII, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing. Any other contract document referenced in this Purchase Order providing for additional required insurance coverages shall govern.

Revised May 2022

APPARATUS PROPOSAL

Date: 02/26/2024

This Proposal has been prepared for:
Tampa Fire Rescue
Fire Chief Barbara Tripp

Hall-Mark RTC is pleased to offer Tampa Fire Rescue (1) Road Rescue 2025 Freightliner M2 Ultramedic rescues. **Pricing is based on the Florida Sheriff's Association Contract FSA23-VEF17.0, Item #652, 168" x 96" x 72"**. This vehicle shall be in accordance with the attached specifications. The purchase price shall also include all vehicle components and NFPA equipment as requested and listed in the attached documentation. Delivery will be F.O.B. to City of Tampa and will be made approximately 30-34 months after order submission. This timeframe can increase or improve depending on OEMs, supply chain and vendor parts. This quote will be valid for 60 days.

Florida Sheriff's Association Contract #FSA23-VEF17.0		\$307,733.00
Item #652, 2024 Freightliner M2		
Type 1-MD Road Rescue		
168" x 96" x 72"		
Installed options to meet Tampa Fire Rescue specifications including Stryker Power-LOAD		\$148,445.00
Total for 1 Rescue		\$456,178.00



Rick Schoppe – Account Manager
725 SW 46th AVE, Ocala, FL 34474 (407) 907-2444

02/26/2024

Date

ATTACHMENT 2

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

MONITORING

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

AUDITS

Part I: Federally Funded

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

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

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

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

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

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

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

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

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

Electronic copies (preferred): SFMGrant@myfloridacfo.com

or

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

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

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

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

AUDIT REQUIREMENTS FOR AWARDS OF
STATE AND FEDERAL FINANCIAL ASSISTANCE

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.

EXHIBIT 1

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

1. Federal Program A:

N/A

2. Federal Program B:

N/A

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

1. Federal Program A:

N/A

2. Federal Program B:

N/A

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

Matching Resources for Federal Programs:

1. Federal Program A:

N/A

2. Federal Program B:

N/A

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: Local Government Fire Service Grants

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

Catalog of State Financial Assistance Title and Number: Local Government Fire Service Grants,
43.009

Amount: \$290,000.00

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 FM924 between the Grantee and the Department, entered in State Fiscal Year 2024-2025.

Attachment 3
Index of Applicable Laws and Regulations

1. Statutory Requirements:

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

2. Audit Requirements:

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

3. Financial Requirements:

Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.05805, F.S. (if funding is used for real property purchase or improvement)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)



DIVISION OF
STATE FIRE MARSHAL
 FLORIDA DEPARTMENT OF FINANCIAL SERVICES



Attachment 4 - Status Update Request Form

Instructions: This form is to be completed by the grantee 6 months after the award date, regardless of grant agreement status. If you are also requesting reimbursement, please complete the reimbursement request form (Attachment 5) and attach the required documentation.

Grantee:	Reporting Date:	Contract Number:
Equipment Purchase Description:		
1. Phases Complete (Check)		
Procurement of Vendor <input type="checkbox"/>	Equipment Order <input type="checkbox"/>	Equipment Purchased <input type="checkbox"/>
Grant Execution <input type="checkbox"/>	Reimbursement <input type="checkbox"/>	Equipment Delivery <input type="checkbox"/>
2. Has the Grant Agreement been executed? If not, why?		
3. When do you expect to have all phases complete?		
4. Problem Areas/Other Comments (Revisions, Delays, Difficulties, etc):		
Grantee	Grantee Representative	
	I certify that the information provided above is true and correct per the terms of the Grant Agreement.	
Date	Printed Name/Title	Signature
Department	Comments/Notes	
	Review Date	Site Visit <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A
	Contract Manager Signature	

FOR REFERENCE ONLY
DO NOT USE

DIVISION OF

STATE FIRE MARSHAL

FLORIDA DEPARTMENT OF FINANCIAL SERVICES



Grant Agreement

Attachment 5 – Reimbursement Request Letter

I, _____, on behalf of
(Print name of Grantee's Grant Manager)

_____, do hereby certify for
(Print name of Grantee)

Contract No. _____ and Reimbursement Request No. _____ that:

- 1) The costs being claimed on this request are specifically for the Project represented to the State in the budget appropriation.
- 2) The costs being claimed on this request are for one or more Deliverables listed in Section 4, Deliverables, in the Scope of Work.
- 3) The Grantee has paid such costs under the terms and provisions of contracts relating directly to the Project.
- 4) The costs being claimed on this request were incurred after the date specified in Section C, Performance Period, of the Agreement document, and prior to the end of the Performance Period.
- 5) A duplicate invoice for the same services, supplies, materials, and/or labor set forth in the attached invoice has not been submitted, and will not be submitted, to another funding source for this Project.

FOR REFERENCE ONLY
DO NOT USE

Signature of Grantee's Grant Manager

Print Name



DIVISION OF
STATE FIRE MARSHAL
 FLORIDA DEPARTMENT OF FINANCIAL SERVICES



Reimbursement Detail

Request #	Grantee:
Submit Date:	Grantee Address:
Contract #	Grantee Contact:
Deliverable:	

Vendor	Invoice #	Invoice Date	Invoice Description	Reimbursement Requested
			Request Total	\$
			Total Previous Payments	\$
			Total Grant Amount	\$
			<i>Remaining Funds</i>	\$

FOR REFERENCE ONLY
DO NOT USE

Grantee Certification: Sign here and complete Page 1 to certify that the amount being requested for reimbursement is true and valid in accordance with the Agreement.

**Grantee Signature
& Date:**

SFM Use

Contract Manager
Receipt:

Component Checklist:	Vendor Invoice(s)	Payment	Tasks Performed	Funds Reconciled
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DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. Public Records Access Requirements.

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

2. Public Records Requirements Applicable to All Contractors.

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

Addendum A

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

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

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.
- d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:

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

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