

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: September 15, 2026

☒ Consent

☐ Regular

☐ Workshop

☐ Public Hearing

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to delegate authority: to the County Administrator or designee to execute a Grant Agreement with the State of Florida Department of Commerce (Department of Commerce) on behalf of the County in an amount not to exceed \$2,750,000 for costs associated with the rebranding of Palm Beach International Airport (PBI) to President Donald J. Trump International Airport (DJT), as required by Chapter 2026-15, Laws of Florida (Act), in substantially the form attached to this item, subject to completion of the final scope of work (SOW) and provided that the final SOW does not materially change the terms, conditions or obligations of the County under the Grant Agreement.

Summary: The Grant Agreement will provide for reimbursement of costs associated with the rebranding of PBI to DJT, including design and construction costs associated with signage improvements, costs of marketing materials, consumables and uniforms, and vehicle wraps, in an amount not to exceed \$2,750,000. No local match is required. The SOW is pending final approval by the Department of Commerce. The Grant Agreement includes a non-standard indemnification and attorney fees provision that differs from that adopted by the County under PPM #CW-F-049. The Risk Management Department and County Attorney's Office have reviewed the non-standard provision and advised staff accordingly. The County is required to defend, assume and be responsible for all fees, costs, and expenses in connection with any challenge of County's assertion that certain documents submitted to the Department of Commerce are exempt and confidential, as required under the Grant Agreement. Additionally, the Grant Agreement requires the County's contractors and subcontractors to indemnify the Department of Commerce for all third-party claims, actions, demands, liabilities and expenses caused by or related to the Agreement. Given the County will receive \$2,750,000 from the Department of Commerce under this Grant Agreement, staff is recommending approval. To ensure the timely acceptance of the Grant Agreement, the Department of Airports (Department) is requesting approval of a delegation of authority to the County Administrator, or designee, who in this case will be the Director of the Department, to execute the Grant Agreement on behalf of the County, subject to completion of the final SOW, provided that the final SOW does not materially change the terms, conditions or obligations of County under the Grant Agreement. Countywide (SB)

Background and Justification: To ensure compliance with the Act, the County is required to rebrand PBI to DJT. The Grant Agreement provides necessary funding for the required rebranding activities and is anticipated to be retroactive to July 1, 2026, which is the effective date of the Act.

Attachments:

1. Grant Agreement (w/Attachments 1 - 7)

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Recommended By: 
Department Director

8-25-26
Date

Approved By: 
Chief Deputy County Administrator

8/24/26
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2026	2030
Capital Expenditures					
Operating Costs					
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in the Current Budget?	Yes	No	X
Does this item include the use of federal funds?	Yes	No	X
Does this item include the use of state funds?	Yes	X	No

Budget Account No: Fund 4100 Department 120 Unit 1110 Object 3749

Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item provides for a delegation of authority to execute the Grant Agreement; therefore, this item has no fiscal impact until the funding has been accepted. The Grant Agreement will be received and filed upon execution along with a Budget Amendment to recognize the receive of grant funding in the amount of \$2,750,000.

C. Departmental Fiscal Review: *[Signature]*
[Signature]
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

<i>[Signature]</i> 8/21/2026 OFMB 8/21	<i>[Signature]</i> 8/25/26 Contract Dev. and Control 2678.24.26
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B. Legal Sufficiency:

[Signature] 8/27/26
Assistant County Attorney

C. Other Department Review:

Department Director

**GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS GRANT AGREEMENT NUMBER ____ (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and _____, _____ (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement;

WHEREAS, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of _____ (the “Effective Date”) and ends on _____ (the “Expiration Date”), unless sooner terminated in accordance with the provisions of this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

B. FUNDING

1. **Payment Type.** This Agreement is a Cost Reimbursement Agreement.
2. **Payment Amount.** Commerce shall pay Grantee up to \$_____ in consideration for Grantee’s performance under this Agreement.
3. **Reserved.**
4. **Reserved.**
5. **Limited Obligation to Pay.** Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period.
6. **Contingent on Appropriation.** In conformity with s. 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds.
7. **Lobbying.** Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

8. **Legal Expenses.** Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant.
9. **Commingling of Funds.** Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds.
10. **Costs in Compliance with Laws.** Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements.
2. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work.
3. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period.
4. **Refund.** Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.
5. **Inspector General Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance

with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S. Commerce may unilaterally cancel this Agreement for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with the Agreement, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and s. 119.07(1), F.S.
2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.
3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of 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.
5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.
6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.
7. **Contact Custodian of Public Records for Questions.**

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce will be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.
2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) complete the deliverables within the time specified in the Agreement or any extension agreed to by Commerce; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Commerce may, at its sole discretion, (i) immediately terminate the Agreement, (ii) notify Grantee of the deficiency with an Agreement requirement and require that the deficiency be corrected within a specified time, otherwise the Agreement will terminate at the end of such time, or (iii) take other action deemed appropriate by Commerce. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.
3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce

otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.
5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE** section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE** section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE** section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE** section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this **FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE** section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. Regardless of the dollar value of the goods or services provided pursuant this Agreement, as required by s. 287.135(5), F.S., Grantee certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., and is not engaged in a boycott of Israel. If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135(5), F.S. Grantee

certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has engaged in business operations in Cuba or Syria. Grantee is aware of and understands the provisions of s. 287.137(2)(a), F.S., which states that 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 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.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce 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.
2. **Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of

Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.
3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at

Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. In the event that the Grantee decides to cancel coverage, the Grantee shall notify Commerce sixty (60) calendar days before any policy is canceled or terminated. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee

has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide and be responsible for all costs associated with that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, ROYALTIES, AND RIGHT TO DATA

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.
2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.
3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.
4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce

Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).
2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: name of custodian or custodian's delegate with assigned responsibility for the item, property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, if an automobile, the vehicle identification number (VIN) and title certificate number, cost or value at the date of acquisition for the item or the identified component parts thereof, and the current condition of the item.
3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.
4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.
5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.
6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.
7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce 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 Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce 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 years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

1. The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement.
2. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof.
3. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa.
4. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.
5. All references to "\$" shall mean the United States Dollar.
6. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf.
7. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties.
8. Time is of the essence with respect to the performance of all obligations under this Agreement.
9. Each Party has read and understands this Agreement.
10. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at <https://www.e-verify.gov/>.
2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
 - a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.
4. In accordance with s. 448.095(2)(c), F.S., if Commerce has a good faith belief that Grantee has knowingly violated s. 448.09(1), F.S., Commerce shall immediately terminate this Agreement. If Commerce has a good faith belief that a subcontractor knowingly violated the law, but Grantee otherwise complied, Commerce shall promptly notify Grantee and Grantee shall immediately terminate the contract with the subcontractor. A contract terminated under this provision is not a breach of contract and may not be considered as such.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to

engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*. If Grantee is authorized to utilize subcontractors, Grantee shall comply with the prompt payment requirements of s. 287.0585, F.S. and shall pay subcontractors and suppliers within seven (7) working days after receipt of full or partial payment from Commerce. Grantee shall be solely responsible for any penalties assessed for late payments.

Y. CONTRACT FORMATION AND ADMINISTRATION

1. **Entire Agreement.** This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.
2. **Severability.** If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then 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 shall remain in full force and effect.
3. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
4. **Internal Inconsistencies.** If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; REMEDIES CUMULATIVE

1. **Waiver.** No waiver by Commerce of any provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
2. **Remedies Cumulative.** No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

AA. DISPUTES AND LIABILITIES

1. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and

interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction.

2. **Jurisdiction and Venue.** The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense.
3. **WAIVER OF JURY TRIAL.** IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
4. **Attorneys' Fees and Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.
5. **Dispute Resolution.** Should any disputes arise concerning the Agreement, the Parties shall act immediately to resolve any such disputes. Time is of the essence in the resolution.
 - a) **Dispute Resolution Process.** Unless otherwise stated herein, the Parties shall resolve disputes using the dispute resolution process stated in these paragraphs.
 - i. **Contract Manager Review.** The Parties shall resolve disputes through the submission of their dispute to Commerce's Agreement Manager, who shall reduce a decision to writing and furnish a copy to each party within ten (10) Business Days from the date that Commerce's Agreement Manager receives the dispute. The Commerce's Agreement Manager's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Commerce's Agreement Manager's decision. If a party disagrees with Commerce's Agreement Manager's decision, the party may proceed to subsection (b) below.
 - ii. **Meeting between the Principals.** If either party disagrees with Commerce's Agreement Manager's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The Parties shall then schedule a meeting between each party's principal (for Commerce, Commerce's head or designee; for Grantee, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10) Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting. If the meeting between the principals fails to resolve the disagreement, the Parties shall proceed to subsection (c) below.
 - iii. **Mediation.** Prior to initiating any litigation, the Parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Commerce's Agreement Manager's decision, then either party may commence litigation.
 - If the dispute is not resolved through the full process in subsections (i) - (iii) above (or (i) - (ii), if mediation is not agreed to), either party may pursue any available legal or equitable remedies.
 - b) **Grantee's Obligation to Perform While Disputes are Pending.** Grantee shall proceed diligently with performance under the Agreement pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Agreement and shall comply with directions to perform from the Commerce. Should Grantee not perform while a dispute is pending, including by not performing disputed work, such nonperformance by Grantee may be deemed to be an

unexcused breach of the Agreement which is separate and apart from any other dispute.

BB. Indemnification. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence. However, the below provisions will apply to Grantee's subcontractor's who will need to comply with these conditions.

- a) For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Agreement (including any determination arising out of or related to the Agreement that the Grantee or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to Commerce or the State). Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property, including attorneys' fees. Without limiting this indemnification requirement, Commerce may provide Grantee (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (iii) assistance in defending the action at the Grantee's sole expense. Provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State exclusively caused. Nothing herein is intended to act as a waiver of Commerce's or the State's sovereign immunity or to be deemed consent by Commerce or the State or its subdivisions to suit by third parties.
- b) Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce 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 Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.
- c) Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- d) The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State

may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	Grantee's Agreement Manager:

Commerce's Agreement Manager:

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

EE. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED

If applicable and in accordance with section 287.138, F.S., a contract between a governmental entity and an entity which would give access to an individual's personal identifying information which is executed, extended, or renewed on or after the dates provided in section 287.138(4), F.S., must include an attestation by the entity on Form PUR 1355, "Foreign Country of Concern Attestation Form," which is incorporated herein by reference.

Prior to execution of this Agreement, Grantee must provide Commerce with a signed Foreign Country of Concern Attestation Form pursuant to section 287.138(4), F.S., and rule 60A-1.020, Florida Administrative Code (F.A.C.).

FF. FOREIGN INFLUENCE

In accordance with section 286.101, F.S., if this Contract has a value of \$100,000 or more, Grantee shall disclose to Commerce any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. The disclosure requirements are more fully defined within the statute. Grantee represents that it is, and for the duration of this Agreement will remain, in compliance with section 286.101, F.S.

GG. HUMAN TRAFFICKING AND FORCED LABOR

If applicable and in accordance with section 287.1346(4)(b), F.S. and 787.06, F.S., when an agreement is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute.

Grantee must provide Commerce with an affidavit signed by an officer or a representative of Grantee on Forms PUR 2023, "Provision of Commodities Produced by Forced Labor" and PUR 2024, "Use of Coercion for Labor or Services Attestation Form," which are incorporated herein by reference under penalty of perjury (Attachment 7) attesting that the Grantee does not use coercion for labor or services or that commodities offered to Commerce have not been produced, in whole or in part, by forced labor as defined in statute. Commerce may terminate this Agreement at its sole option if Grantee is placed on the forced labor vendor list pursuant to s. 287.1346, F.S.

HH. SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE):

Pursuant to State of Florida Executive Order Number 21-223, Grantee shall utilize the U.S. Citizenship and Immigration Services' Systematic Alien Verification for Entitlements program (known as "SAVE"), or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term. Further, Grantee shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Agreement utilize SAVE, or any successor or similar applicable verification program, to confirm the eligibility of beneficiaries before providing any funds, resources, benefits, or any other thing of value during the Agreement term.

II. ATTACHMENTS

This Agreement contains the following attachments:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report
- Attachment 5: Total Compensation for Executive Leadership
- Attachment 6: Total Compensation Paid to Non-Profit Personnel Using State Funds
- Attachment 7: PUR 2024: Use of Coercion for Labor or Services and PUR 2023: Provision of Commodities Produced by Forced Labor

[Remainder of page left intentionally blank; Attachments to follow after signature page]

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all Attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF
COMMERCE

By _____
Signature

Title _____

Date _____

By _____
Signature

Title _____

Date _____

Approved as to form and legal sufficiency, subject only
to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____
Approved Date: _____

ATTACHMENT 1
SCOPE OF WORK

A. **PROJECT DESCRIPTION:** The 2026-2027 General Appropriations Act, Chapter 2026-232, Laws of Florida, line item 2395A, appropriated \$2,750,000 to the Palm Beach County Department of Airports for the completion of various projects to rebrand the Palm Beach International Airport to the “President Donald J. Trump International Airport” as required by Chapter 2026-15, Laws of Florida.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

B. **GRANTEE RESPONSIBILITIES:**

1. Grantee shall submit to Commerce’s Agreement Manager a copy of Grantee’s rebranding plan outlining the project activities to be completed under this Grant. If the plan is updated during the Agreement period, Grantee shall submit the revised plan to Commerce’s Agreement Manager.
2. {TBD based on final negotiation of SOW}
3. Submit to Commerce’s Agreement Manager copies of all contracts and subcontracts entered into in furtherance of this plan, for which Grantee is seeking reimbursement under this Agreement. All such contracts and subcontracts must be procured in compliance with Grantee’s policies and procedures, and with applicable law.
4. In performing under this Agreement, Grantee shall comply with all applicable laws, rules, and regulations, including but not limited to any applicable requirements of Chapter 255, F.S.

C. **COMMERCE’S RESPONSIBILITIES:** Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary, at Commerce’s sole and absolute discretion, and process payments to Grantee.

D. {TDB based upon final negotiation of SOW} **DELIVERABLES:** Grantee agrees to provide the following deliverables as specified below:

Deliverable No. 1		
Task	Minimum Level of Service	Financial Consequences
		Failure to meet the minimum level of service shall result in non-payment.
Deliverable 1 - TBD		
Deliverable No. 2		
		Failure to meet the minimum level of service shall result in non-payment.
Deliverable 2 - TBD		
Deliverable 3		
		Failure to meet the minimum level of service shall result in non-payment.
Deliverable 3 - TBD		
Deliverable 4		

		Failure to meet the minimum level of service shall result in non-payment.
Deliverable 4 - TBD		
TOTAL AWARD NOT TO EXCEED: \$2,750,000		

COST SHIFTING: The deliverable amounts specified within the Deliverables section D table above are established based on the Parties’ estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce’s ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce’s Agreement Manager is required for changes to the above Deliverable amounts that do not exceed 20% of each deliverable total funding amount. Changes that exceed 20% of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

ACCEPTANCE OF DELIVERABLES

- 1. Acceptance Process. All deliverables must be received and accepted in writing by Commerce’s Agreement Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time, at Grantee’s expense.

E. REPORTING:

- 1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee’s project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. Grantee shall submit quarterly reports that are in the form of the quarterly report template which will be provided to Grantee upon execution of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
- 2. Certified Business Enterprise Report: Grantee shall provide a Certified Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified business and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce’s Supplier Development Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
- 3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all final invoices/closeout documents documenting the total costs incurred by Grantee toward completion of the projects to document completed work.
- 4. RESERVED

F. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: Commerce shall pay Grantee on a quarterly basis for costs incurred toward the completion of projects in the plan in accordance with Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of

this Agreement, Grantee and its contractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one (1) invoice as needed for costs incurred by Grantee toward completion of the projects during the preceding quarter. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.
 2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
 - a) Invoices and bills for fees or other compensation for services or expenses must be legible and submitted in detail sufficient for a proper preaudit and post audit thereof. Invoices for commodities must clearly reflect a description of the item or items, number of units, and cost per unit. Invoices for services must clearly identify the specific deliverable(s) that were completed.
 - b) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or, if applicable, that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.0656(2), F.S.; and (4) were incurred during the Agreement period;
 - c) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 - d) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
 - e) Before and after photographs of the completed work;
 - f) A copy of all supporting documentation for vendor payments;
 - g) RESERVED; and
 - h) A copy of the cancelled check(s) specific to the project, a copy of the bank statement that includes the cancelled check, or similar evidence of expenditure (e.g., wire transfers, credit card receipts and evidence of payment, etc.).
 3. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Grantee shall submit invoices that are in the form of the invoice template which will be provided to Grantee upon execution of this Agreement.
 4. RESERVED
 5. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.
- G. RETURN ON INVESTMENT:** Grantee is required to provide, on or before _____, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if

applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. RESERVED

I. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:

1. Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.
2. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe or fails to timely complete deliverables as set forth in this Agreement, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies or delays in the CAP.

- End of Attachment 1 (Scope of Work)

Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the Grantee may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

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 Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends \$1,000,000 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 Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. 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 recipient 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 recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$1,000,000 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 recipient expends less than \$1,000,000 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 recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient 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 recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient 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 recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other state official. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "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 recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 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 recipient directly to each of the following:

- a. Commerce at each of the following addresses:

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

or

Paper (hard copy):
 Department of Commerce
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

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

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

or

Paper (hard copy):
Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce 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 recipient in correspondence accompanying the reporting package.

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

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EXHIBIT 1 to Attachment 2

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (*LIST STATE AWARDING AGENCY, CATALOG OF STATE FINANCIAL ASSISTANCE TITLE AND NUMBER - \$ AMOUNT, IF APPLICABLE*)

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

- 1. FIRST APPLICABLE COMPLIANCE REQUIREMENT (E.G., WHAT SERVICES/PURPOSES RESOURCES MUST BE USED FOR).**
- 2. SECOND APPLICABLE COMPLIANCE REQUIREMENT (E.G., ELIGIBILITY REQUIREMENTS FOR RECIPIENTS OF THE RESOURCES).**
- 3. ETC.**

NOTE: List applicable compliance requirements

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

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____

FEIN: _____

Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ☐ Yes ☐ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ☐ Yes ☐ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$1,000,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

Attachment 4
DEPARTMENT OF COMMERCE
Office of Procurement
CERTIFIED BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number: HL244

Commerce Project Name:

Contract Amount

CBE Participation Amount: CBE Percentage:
\$0.00

DV Participation Amount: DV Percentage:
\$0.00

Contract Vendor Invoice # 0

CERTIFIED BUSINESS ENTERPRISE (CBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

Business Enterprise	Description	CBE Code	State Certified Business (Yes or No)	CBE Contract \$ Amount	\$ Amount paid this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

** Certified CBE: A - Non-Minority H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - Woman Owned

** Non-Certified CBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - Woman Owned

SERVICE-DISABLED VETERAN (DV) BUSINESS ENTERPRISE

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

Service-Disabled Veteran Business Enterprise	Description	DV Code	State Certified DV Business (Yes or No)	DV Contract \$ Amount	\$ Amount paid this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
				\$ -	\$ -	\$ -	\$ -	
TOTALS				\$ -	\$ -	\$ -	\$ -	
							\$ -	

* Certified DV: W - Service-Disabled Veteran Business

* Non-Certified DV: Y - Service-Disabled Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

Attachment 5
Total Compensation for Executive Leadership
(Executive Order 20-44)

Entity Name: _____
Fiscal Year End (Month-Year): _____

Total Revenue	
Total Revenue from State Awards	
Total Revenue from Federal Awards	
Total Revenue from Other Sources	
Percentage of Total Revenue from State Awards	
Percentage of Total Revenue from Federal Awards	

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Total Compensation						
Accrued Leave and Holiday Benefits						
Percentage of Total Compensation from Federal or State Funds						

Definitions:
Executive Leadership: Anyone who is included by name or title on the form 990, part VII, or Schedule J.
Cash Equivalents: Gift cards, vouchers, tickets, or other items of monetary value.
Other Payouts: Cell phone allowances, tuition, gym memberships, car allowances, etc.
Employer-Paid Insurance Benefits: Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.).
Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee.

ATTACHMENT 6

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name: Title: Agency Agreement/Contract # Total Contract Amount Contract Term: Invoice Number Invoice Period			
Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursements/Allowances			
Moving Expenses			
Transportation Costs			
Telephone Services			
Medical Services Costs			
Housing Costs			
Meals			
Amount Paid to Date			
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.			
	Name:		
	Signature:		
	Title:		
	Date:		

Attachment 7

PUR 2024: Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.	
Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.	
Entity Name:	
Representative/Officer's Printed Name:	
Representative/Officer's Title:	
Signature:	Date:

PUR 2023: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.**, when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

As defined in section 287.1346(c), Florida Statutes, "Senior management" includes chief executive officers; assistant chief executive officers, including, but not limited to, assistant presidents, vice presidents, or assistant treasurers; chief financial officers; chief personnel officers; or any employee of an entity performing similar functions.

I certify that to the best of my knowledge, the commodities the entity named below is offering to the Department have not been produced, in whole or in part, by forced labor.	
Entity Name:	
Senior Management's Printed Name:	
Senior Management Member's Title:	
Signature:	Date: