

**FLORIDA STATE COURTS SYSTEM
OFFICE OF THE STATE COURTS ADMINISTRATOR**

THIS AGREEMENT is entered into between the State Court System of Florida, Office of the State Courts Administrator, hereinafter referred to as "OSCA," and Polk County, a political subdivision of the State of Florida, hereinafter referred to as the "Recipient."

I. THE RECIPIENT AGREES:

A. Agreement Document

1. To provide commodities and services indicated on Attachment A in accordance with the terms and conditions specified in this Agreement.
2. That the Agreement document consists of all attached documents identified in Section III(I).

B. Governing Law and Venue

That this Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law including Florida provisions for conflict of laws. Venue shall be Tallahassee, Florida.

C. Invoicing and Travel

That funds provided in this Agreement may not be used for travel expenses of Recipient or Recipient's staff. Invoices and all necessary supporting documentation shall be submitted to the following address:

Office of the State Court Administrator
General Services Unit
Grants Administrator
500 S Duval Street
Tallahassee, FL 32399-1900

D. Records and Retention

1. To establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the OSCA under this Agreement in accordance with Rules 2.430 and 2.440, *Florida Rules of General Practice and Judicial Administration*.
2. To retain, at no additional cost to the OSCA, all records, software and service records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of ten (10) years after completion of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of ten (10) years, the records and documents shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement. If any such records are eligible for destruction under applicable record retention schedules before ten (10) years after completion of the Agreement the records may be destroyed with the prior written approval of the OSCA Grant Manager.
3. Upon demand and at no additional cost to the OSCA, the Recipient will facilitate the duplication and transfer of any records or documents during the required retention period.

E. Public Records, Audits, Inspections, Investigations and Monitoring

1. To allow public access to all documents, papers, letters, or other public records as defined in Rule 2.420, *Florida Rules of General Practice and Judicial Administration, Chapter 119, Florida Statutes* and the DFS Reference Guide to State Expenditures made or received by the Recipient in conjunction with this Agreement except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of this Agreement for which the OSCA may unilaterally terminate the Agreement.
2. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by OSCA.
3. To permit persons duly authorized by the OSCA to inspect and copy any records, papers, documents, facilities, goods and services of the Recipient which are relevant to this Agreement; and to interview any clients, employees and sub-recipient employees of the Recipient to assure OSCA of the satisfactory performance of the terms and conditions of this Agreement. Following such review, OSCA will deliver to the Recipient a written report of its findings and where appropriate, a request for the Recipient to submit a corrective action plan in accordance with Attachment A, Section D of this Agreement.
4. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Office of the Inspector General pursuant to section 20.055, Florida Statutes, and the Auditor General of Florida.
5. To include the aforementioned audit, inspections, investigations, and record keeping requirements in all subcontracts and assignments.

6. To provide a financial and compliance audit to OSCA as specified in Attachment D, Part 1 and to ensure that all related party transactions are disclosed to the auditor.

F. Indemnification

Pursuant to section 768.28(19), Florida Statutes, neither the Recipient nor the OSCA waive sovereign immunity nor do the parties agree to indemnify each other for the other party's negligence.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this Agreement and any renewal(s) and extension(s).

H. Assignments and Subcontracts

1. To be responsible for all work performed and for all products produced pursuant to this Agreement.
2. Any sub-contracts shall be evidenced by a written document. The Recipient further agrees that OSCA shall not be liable to the sub-contractors in any way or for any reason. The Recipient, at its expense, will defend the OSCA against such claims.
3. That the OSCA shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida, upon giving prior written notice to the Recipient.

I. Return of Funds

To return to OSCA any overpayments due to unearned funds or funds for disallowed expenditures pursuant to the terms and conditions of this Agreement that were disbursed to the Recipient by OSCA. In the event that the Recipient or its independent auditor discovers that an overpayment has been made, the Recipient shall repay said overpayment within thirty (30) business days of discovery. In the event that OSCA first discovers an overpayment has been made, the Grant Manager, on behalf of OSCA, will notify the Recipient by letter of such findings. Should repayment not be made within forty-five (45) calendar days of the notification by the OSCA, the Recipient will be charged at the lawful rate of interest on the outstanding balance after the OSCA notification or Recipient discovery.

J. Compliance with Statutes, Laws, Regulations, and Rules

1. That the Recipient shall, without exception, be aware of and comply with all State and Federal laws, rules, and regulations relating to this Agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgement, settlement, or compliance agreement involving the OSCA which by its nature affects this Agreement.
2. That the Recipient will comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of age, race, religion, color, disability, national origin, marital status, sex, or genetic information. The Recipient further assures that all sub-recipients and sub-contractors, or others with whom it arranges to provide services under this Agreement will comply with these requirements.

K. Employment of Unauthorized Aliens and Use of the E-Verify System

That unauthorized aliens shall not be employed by the Recipient. The OSCA shall consider the employment of unauthorized aliens a violation of section 274A of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this Agreement by OSCA.

Pursuant to sections 448.09 and 448.095, Florida Statutes, the Recipient, and all subcontractors or subrecipients must:

1. Be in full compliance with sections 448.09 and 448.095, Florida Statutes, regarding the use of the Department of Homeland Security's (DHS) E-Verify System (<https://www.e-verify.gov/>) to verify the employment eligibility of each new employee hired, as required by 8 C.F.R. s. 274a. The Recipient shall also include the requirement from this paragraph in all subcontracts.
2. If the Recipient is unable to register to utilize DHS's E-Verify system because they are a sole proprietor or business entity with no employees, the Recipient must complete a registration waiver certification (Attachment E) certifying the reason for non-registration, which must be submitted for approval along with the required signed Agreement documents.
3. Confirm that all subcontractors/subrecipients with twenty-five (25) or more employees were registered with and have been utilizing the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor/subrecipient since July 1, 2023, as described in number 1 above. Subcontractors/subrecipients who were non-compliant with the statutory requirement for at least the six (6) months period prior to the anticipated effective date of the subcontract are not eligible to provide services under this Agreement.
4. Prior to allowing any subcontractor/subrecipient to provide any services contemplated under this Agreement, the Recipient shall provide the OSCA's Grant Manager a completed Subcontractor E-Verify Affidavit (Attachment F) and proof of registration to use the E-Verify system, if applicable.

5. Violation of the provisions in this section by the Recipient or a subcontractor/subrecipient may result in the penalties prescribed by section 448.09 and 448.095, Florida Statutes, being applied to the Recipient and the subcontractor/subrecipient and will constitute grounds for immediate termination of the Agreement by the OSCA.
6. Pursuant to section 448.095(5)(c)(3), Florida Statutes, the Recipient is liable for any additional costs incurred by the OSCA as a result of the termination of the Agreement for a violation of the provisions contained in these paragraphs.

L. Contracting with Entities of a Foreign Country of Concern

1. Pursuant to section 287.138, Florida Statutes, governmental entities of the State of Florida are prohibited from entering into contracts or agreements with entities owned by a foreign country of concern, as defined in section 287.138(1)(c), Florida Statutes; where a foreign country of concern possesses a controlling interest in the entity; or with entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

M. Contracting with Entities Engaged in Forced Labor or Human Trafficking

1. Pursuant to sections 287.1346 and 787.06, Florida Statutes, governmental entities of the State of Florida are prohibited from accepting a bid, proposal or reply to any solicitation, entering into contracts or agreements with, or transacting business with entities that engage in forced labor, as defined by section 287.1346, Florida Statutes, or human trafficking, as defined in section 787.06, Florida Statutes.

N. Sponsorship

This section intentionally omitted.

O. Publicity

That without limitation, the Recipient and its employees, agents, and representatives will not, without prior written consent in each instance, use the State of Florida's, the State Court System's, or the OSCA's name or seal in advertising, publicity, or any other promotional endeavor. The Recipient will not represent that any product or service provided by the Recipient has been approved or endorsed by the State of Florida, the State Court System, or the OSCA or refer to the existence of this Agreement in press releases, advertising or materials distributed to the Recipient's prospective customers.

P. Lobbying

To not expend any of the funds provided under this Agreement for the purpose of lobbying the Legislature, judicial branch, or a state agency.

Q. Final Reimbursement Request Process

To submit the final reimbursement request for payment by the OSCA by the last business day in July after the end of the State Fiscal Year (SFY) or within thirty (30) calendar days after the Agreement expires or is terminated. If the Recipient fails to do so, all rights to payment are forfeited and the OSCA will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Agreement may be withheld until all reports, deliverables, and tasks due from the Recipient pursuant to this Agreement and necessary adjustments thereto have been approved by the OSCA.

II. OSCA AGREES:

A. Agreement Amount

To pay for commodities and services according to the terms and conditions of this Agreement in accordance with Attachment B to this Agreement, subject to the availability of funds. Any costs or services paid for under any other Agreement or from any other source are not eligible for payment under this Agreement.

B. Payment

Pursuant to section 215.422, Florida Statutes, the OSCA has fifteen (15) business days to inspect the documentation regarding the delivery of the goods and services provided by the Recipient, unless a different period has been agreed to by the parties.

C. Payment Inquiries and Vendor Ombudsman

1. That issues regarding the inspection, acceptance and payment for goods and services provided under this Agreement will be handled by the Grant Administrator at (850) 922-1184.
2. That a Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422 (7), Florida Statutes, which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724. An automated payment history line (850) 413-7269 is available for payment history and pending payment information.

III. THE RECIPIENT AND OSCA MUTUALLY AGREE:

A. Effective and Ending Dates

That this Agreement shall begin on the date on which the Agreement has been signed by the last party required to sign it. It shall end at midnight, Eastern Time, on June 30, 2028. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and spending allocation by the Chief Justice.

B. Renewal

That upon continued appropriations by the Florida Legislature, the OSCA and the Recipient may renew the Agreement, in whole or in part, for a period that may not exceed three (3) years or the term of the original Agreement, whichever period is longer. The renewal may be divided into increments, may be for a complete term, or any combination thereof. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance and subject to availability of funds for this Agreement.

C. Termination

1. That this Agreement may be terminated by the OSCA without cause upon no less than a sixty (60) calendar day notice in writing to the other party unless a shorter time is mutually agreed upon in writing.
2. In the event funds for payment pursuant to this Agreement become unavailable, the OSCA may terminate this Agreement upon no less than a twenty-four (24) hour notice in writing to the Recipient. The OSCA shall be the final authority as to the availability and adequacy of funds.
3. In the event the Recipient fails to fully comply with the terms and conditions of this Agreement, the OSCA may terminate the Agreement upon no less than twenty-four (24) hours' notice in writing to the Recipient, excluding Saturday, Sunday, and Holidays. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in the written notice of noncompliance issued by the OSCA specifying the nature of the noncompliance and the actions required to cure such noncompliance. The OSCA's failure to demand performance of any provision of this Agreement shall not be deemed a waiver of such performance. The OSCA's waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the OSCA's right to remedies at law or inequity.
4. The following shall be sufficient cause for termination by the OSCA upon no less than twenty-four (24) hours' notice in writing to the Recipient. To be terminated under this provision, the Recipient must have:
 - 4.1 Committed a violation of or non-compliance with Chapter 435, Florida Statutes.
 - 4.2 Committed a violation of or non-compliance with section 448.09, Florida Statutes.
 - 4.3 Committed a violation of or non-compliance with section 448.095, Florida Statutes.
 - 4.4 Been declared a business entity ineligible to contract with the State of Florida pursuant to Section 287.138, Florida Statutes.
 - 4.5 Been declared a Convicted Vendor pursuant to Section 287.133, Florida Statutes.
 - 4.6 Been declared a Suspended Vendor pursuant to Section 287.1351, Florida Statutes.
 - 4.7 Engage in forced labor practices as defined by Section 287.1346, Florida Statutes.
 - 4.8 Engage in human trafficking practices as defined by Section 787.06, Florida Statutes.
 - 4.9 Previously failed to satisfactorily perform in a contract or agreement with any division of the State Courts System, been notified of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance; or
 - 4.10 Had a contract or agreement terminated for cause by any division of the State Courts System.
5. In the event of termination under sections C(1) or C(2), the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.
6. That written notice of termination shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Grant Manager or the representative of the Recipient responsible for administration of the program as appropriate.

D. Renegotiations or Modifications

1. That, with the exception of modifying the Budget in Attachment B, modifications of all other provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by both parties.
2. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in OSCA's operating budget, without said price level increases being approved in writing by the parties.
3. That the parties agree to renegotiate this Agreement if there are any revisions of any applicable state laws, or regulations that make changes in this Agreement necessary.

E. Third-Party Beneficiaries

The terms and conditions of this Agreement are intended to be solely for the benefit of the Parties and their respective successors or permitted assigns, and it is not the intention of the Parties for the Parties to confer third-party beneficiary rights, interest, or claims to another party.

F. Execution in Counterparts

This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument. A signed copy of the Agreement or counterpart transmitted via facsimile, email, or other electronic means will be deemed to have the same legal effect as delivery of an original executed copy.

G. Notice

That any notice, that is required under this Agreement shall be in writing and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent by the OSCA to the representative of the Recipient responsible for administration of the program, at the designated address indicated in III.H.3. and by the Recipient, to OSCA's Grant Manager indicated in III.H.4.

H. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The Recipient name, as shown on page 1 of this Agreement, and mailing address of the official payee to whom the payment shall be made is:
Polk County Board of County Commissioners
PO Box 988
Bartow, FL 33831
2. The name of the Recipient's contact person and street address where financial and administrative records are maintained is:
Stacy Butterfield, CPA
Polk County Clerk of the Circuit Court & Comptroller
255 N Broadway Ave., PO Box 9000, Drawer CC1
Bartow, FL 33831
863-534-4525
stacybutterfield@polk-county.net
3. The name, address, and telephone number of the Recipient's Project Manager responsible for administration of the program under this Agreement is:
Mark Kithcart
Polk County Board of County Commissioners
2160 Marshall Edwards Drive
Bartow, FL 33830
(863) 534-5511
markkithcart@polk-county.net
4. The name, address, and telephone number of the Grant Manager for OSCA for this Agreement is:
Jessica Mitchell, General Services Analyst
Office of the State Courts Administrator
500 South Duval Street
Tallahassee, FL 32399-1900
(850) 488-3738
mitchellj@flcourts.gov
5. The name, address, and telephone number of the Project Monitor/Circuit Liaison for this Agreement is:
Nick Sudzina
Tenth Judicial Circuit of Florida
Polk County Courthouse - Bartow
255 N Broadway Ave
Bartow, FL 33830
863-534-4686
NSudzina@Jud10.flcourts.org
6. Upon change of representatives (names, addresses, telephone numbers and e-mail addresses) by either party, notice shall be provided in writing to the other party. Updates or changes to information in this section do not require a written contract amendment and may be effective upon receipt of the other party.

I. All Terms and Conditions Included

This Agreement and its attachments, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous

Agreement Number _____

communications, representations, or Agreements, either verbal or written between the parties. If any term or provision of this Agreement is legally determined unlawful or unenforceable, the remainder of the Agreement shall remain in full force and effect and such term or provision shall be stricken. Attachments and exhibits to this Agreement which apply, and therefore are incorporated by reference include (those indicated with a checked box (☒)):

Applicable attachments: ☒ indicates the attachment applies to this Agreement.		
	Attachment #	Attachment Title
☒	Attachment A	Scope of Work/Additional Provisions
☒	Attachment B	State Fiscal Year Budget Document
☒	Attachment C	Certification Regarding Lobbying
☒	Attachment D	Compliance Monitoring and Auditing
☒	Attachment E	Contractor/Subcontractor E-Verify Registration Proof or Waiver Affidavit
☒	Attachment F	Subcontractor's E-Verify Registration Affidavit
☐	Attachment G	Contractor's Statutory Compliance Affidavit

By signing this Agreement, the parties agree that they have read and agree to the entire Agreement, as described in Paragraph III.I. above.

IN WITNESS THEREOF, the parties hereto have caused this six (6) page Agreement and any attachments or exhibits to be executed by their undersigned officials as duly authorized.

POLK COUNTY BOARD
OF COUNTY COMMISSIONERS

THE FLORIDA STATE COURTS SYSTEM
OFFICE OF THE STATE COURTS ADMINISTRATOR

SIGNED
BY:

NAME: T.R. Wilson
TITLE: Chairman

DATE:

Vendor # F596000809238

SIGNED
BY:

NAME: Eric Maclure
TITLE: State Courts Administrator

DATE:

08/29/2025

Attachment A

Scope of Work

PART 1 – GENERAL INFORMATION

Section A – Background and Purpose

The Florida Legislature, through Chapter 2025-198, Section 7, Line 2976A, Laws of Florida, appropriated funds as grant-in-aid to the Recipient, to be used to purchase and install a generator or purchase property for the installation of the generator for the Polk County Bartow Courthouse building. This Agreement provides the method for disbursement of the appropriated funds, how the funds may be spent, sets forth requisite deliverables, performance measures, financial consequences, reporting requirements, disbursement and expenditure reconciliation, invoice terms and other conditions necessary for payment. The total appropriation amount, amounts set-aside from the appropriation for specific purposes, any use restrictions and allocation requirements are identified in the Fiscal Year Budget, Attachment B to this Agreement. This is an ongoing project that is partially funded by the State appropriation.

Section B – Objective

The Recipient, in consultation with the Chief Judge of the Tenth Judicial Circuit Court of Florida, will use the funds provided under this Agreement to make the necessary improvements to the Polk County Bartow Courthouse.

The goals to be achieved to meet this objective are:

1. Engage the appropriate professional services firm (architect, engineer, commercial general contractor) to make any necessary recommendations and to advise or manage subcontractors.
 2. To the extent feasible within existing funding, engage necessary professionals and contractors to:
 - a. Purchase and installation of a generator.
- Or
3. Purchase property to allow the installation of the generator.

PART 2 – WORK REQUIREMENTS

SECTION A - PROJECT RESOURCES

The following professional services must be used on this project to ensure the objectives of the Agreement are achieved and that the state funds provided under this Agreement are protected from loss:

1. **Project Manager:** A representative of the Recipient with the responsibility and authority to manage the project within the parameters set forth by the governing body of the Recipient's organization, including review, inspection and acceptance of the work being performed; creation and/or the submission of all reports and deliverables to the OSCA, approval of all invoices, submission of draw requests for funding from the OSCA and the financial accounting of all project funds. The Project Manager will also serve as the liaison between the Recipient, any vendors/contractors, the Tenth Judicial Circuit, its Project Monitor, and the OSCA.
2. **Project Monitor (Circuit Representative):** A representative of the Tenth Judicial Circuit with the responsibility and authority to work with the Project Manager to ensure the needs and interests of the Tenth Judicial Circuit are met throughout the renovation. The Project Monitor may assist in the review, inspection and acceptance of the work being performed; must review, prior to submission, all reports and deliverables to the OSCA, approval of all invoices, submission of draw requests for funding from the OSCA and the financial accounting of all project funds. The Project Monitor will also serve as a liaison between the Recipient and the OSCA.

SECTION B – PROJECT PHASES

To ensure the security of the state funds provided for this project, the following tasks must be successfully completed to earn the milestone payment associated with each task or phase under this Agreement. Upon completion of each task or phase, the funds advanced to the Recipient will be deemed earned and the Recipient will be eligible for disbursement of the next advance, in accordance with the Attachment B, the Project Budget.

Purchase and installation of a generator or purchase property to allow the installation of a generator for the Polk County Bartow Courthouse:

1. **Evaluation and Estimation** – Review of the project requirements by a qualified and licensed professional appropriate for the work to be completed. The Project Manager, Project Monitor and the OSCA will be provided an estimate or other similar documentation outlining the work to be completed.
2. **Engagement** – Engaging an appropriately licensed and insured contractor(s), or other appropriate professional(s), licensed under the provisions of the applicable Florida Statutes, to perform the project outlined above and in Attachment B. The contract(s) with the vendor(s) should include description of the work to be performed (incorporating the design and blueprints, if any, by reference), project plan, milestones, due dates, minimum quality and performance standards, progress payment amounts, liquidated damages, financial consequences for failure to perform or meet minimum standards, warranty, and latent damages provisions.
3. **Execution of the Work** – The engaged professional(s), and any necessary subcontractor(s), performs the work necessary and in accordance with the approved estimate and scope of contract(s). Copies of all purchase orders or other procurement documentation will be maintained and provided in regular reporting to the OSCA.

4. **Inspection and Acceptance** – All necessary inspections will be conducted, pursuant to any applicable Florida Statute or other rule, as well as inspection by the Project Manager. A “punch-list” of items that fail to meet the acceptance of the Inspector or Recipient and a reasonable schedule for the vendor to correct the deficiencies. Recipient should keep copies of all bills of lading, packing slips or other similar documentation received or generated and provide copies upon request.

SECTION C – DELIVERABLES AND FINANCIAL CONSEQUENCES

The Recipient will ensure that the following deliverables are submitted to the OSCA:

1. **Project Plan** - A document outlining items such as the activities, tasks, deliverables, deliverables acceptance plan, procurement plan, and financial management plan (including the project budget). At a minimum, the Recipient will provide a project plan that includes a high-level project schedule that sets the critical path for the project. The project plan is due to the OSCA within 45 days of the execution of this Agreement and will be updated and resubmitted with all requests for a reimbursement. *Note: This deliverable must be approved by the Chief Judge and the Chair of the County Commission before it can be approved by the OSCA Grant Manager. The initial project plan can outline what changes, if any, to the project plan that may be approved by the Project Manager and Project Monitor without requiring formal approval of the Chief Judge and the Chair of the County Commission. Ensure that the necessary time to complete these reviews and approvals is factored into the Project Schedule.
2. **Project Schedule** – A comprehensive document that outlines the critical path of the project (purchase and installation of generator or purchase property to allow the installation of a generator) from start to completion. The schedule will include begin and end dates for all phases, subordinate activities and tasks for the project. The schedule must be updated when a change occurs. The project schedule is due to the OSCA within thirty (30) days of the execution of the separate contract between the Recipient and successful bidder for the design/build contract for this project and resubmitted with all requests for reimbursement.
3. **Monthly Project Report** – The monthly report will be submitted to the OSCA by the 15th calendar day of each month and will contain the following:
 - 3.1. An executive narrative of the current status of the project.
 - 3.2. A detail report of the activities and tasks completed during the prior month.
 - 3.3. A detailed comparison of any changes made to the Project Plan during the prior month.
 - 3.4. Update of the project budget, including cost status, expenditure status, obligated funds and fund balances. Failure to submit this deliverable by the due date will result in a liquidated damages assessment of \$50 for each day it is late from the invoice, unless additional time is granted by the OSCA Grant Administrator.
4. **Contract Package** - A package containing the signed contract(s) with the General Contractor, Electrician, Architect, Engineer or other Professional Services provider contracted to perform work associated with this Agreement. This deliverable is due within fifteen (15) calendar days of the last party signing the contract. Failure to submit this deliverable by the due date will result in a liquidated damages assessment of \$50 for each day it is late from the invoice, unless additional time is granted by the OSCA Grant Administrator.
5. **Inspection Package** – Copies of all final inspection reports issued by the local building authority showing the approval of the work. The delivery of this package will be within fifteen (15) calendar days of the issuance of each passed inspection. Failure to submit this deliverable by the due date will result in a liquidated damages assessment of \$50 for each day it is late from the invoice, unless additional time is granted by the OSCA Grant Administrator.
6. **Acceptance Package** – Copies of the final report issued by the Project Manager recommending acceptance of the work by the Commissioners, if necessary, and the close-out letter issued to the General Contractor or other professional services provider.

It is acknowledged that the funding provided in this Agreement is only part of the funds necessary to complete the project. It is anticipated that these funds will be fully expended before the project is completed. If all funds are expended prior to the end of the term of this Agreement, the Recipient's monthly reporting requirements, and associated financial consequences, will cease once it has submitted all deliverables and reports to the OSCA Grant Administrator following the final invoice. Should additional funds be appropriated, this Agreement will be amended to include those funds and further amend scope, deliverables, and other provisions.

SECTION D – CORRECTIVE ACTION PLAN (CAP)

1. Should the OSCA identify any deficiency based on Contract requirements, which the OSCA, in its sole discretion, deems to be of significant magnitude, the OSCA may notify the Recipient of the deficiency and of the need to submit a CAP.
2. Upon such notification, the Recipient shall submit a formal written CAP within ten (10) business days of the date of the letter from the OSCA requiring submission of a CAP. The CAP shall be sent to the OSCA's Grant Manager for review and approval.
3. The OSCA shall notify the Recipient in writing of the acceptance or unacceptability of the CAP within ten (10) business days of receipt of the CAP. If the CAP is unacceptable, the OSCA shall provide a written statement identifying in reasonable detail as to why the OSCA

believes the CAP will not result in correction of the cited deficiencies. The Recipient shall have ten (10) business days from receipt of the rejection letter to submit a revised CAP or letter of explanation.

4. Upon acceptance of the CAP, the Recipient shall have at the discretion of the OSCA, up to sixty (60) calendar days to implement and successfully complete the agreed upon CAP. Acceptance of the CAP by the OSCA does not guarantee the implementation will result in elimination of future deficiencies.
5. The CAP will remain in effect until all deficiencies are corrected. Updates on the status of the CAP will be required as determined by the OSCA's Grant Manager.
6. The Recipient's failure to respond to a request for a CAP or failure to implement and successfully complete the CAP may result in termination of the Contract, pursuant to the termination provisions set forth in this Contract. The OSCA reserves the right to exercise other remedies as permitted by law.

Section E – Program Administration and Oversight

1. Grant Fund Management

- 1.1. Ensure that all fund disbursements are made in accordance with applicable state grant laws and rules and retain documentation supporting all disbursements.
- 1.2. Expenses reimbursed from any other source are not eligible for reimbursement under this Agreement
- 1.3. Administrative and indirect costs are not reimbursable under this Agreement.
- 1.4. Funds must be used in accordance with Polk County purchasing policies and rules.

2. Recipient Reimbursement and Invoicing

- 2.1. Funds are made available by the Florida Legislature to the OSCA in quarterly increments. If this Recipient has an identified need for an advance of funds, a request may be made to the OSCA. Advances, up to 25%, may be made for fiscally restrained counties and when otherwise justified. Prior to granting an advance, the OSCA must receive the necessary approval of the Department of Financial Services. Otherwise, funds will be paid to the Recipient upon submission of an invoice and proof of completion of each task/phase. Funds are considered earned upon successful completion of each task/phase.
- 2.2. Grant funds may only be used to provide the services identified in Attachment A to this Agreement.
- 2.3. Invoices with all supporting documentation sufficient to perform a pre-audit and post audit must be submitted by the 15th of each month for the expenditures incurred during the prior month. Invoices must include:
 - 2.3.1. The reports identified in Section C of this attachment.
 - 2.3.2. Details showing the quantity, unit cost and extended costs of the items or services purchased and proof of payment.
 - 2.3.3. A certification statement that the "Expenses being submitted for reimbursement are true and accurate expenditures incurred while providing the services required under our Agreement. All services were provided in accordance with the terms and conditions of the Agreement and have not been and will not be reimbursed by any other source."

PART 3 – SUPPORTING INFORMATION

Section A – Dual/Multiple Funding Source Billing

No expense submitted for reimbursement under this Agreement may also be submitted to any other funding source for reimbursement. The OSCA reserves the right to verify that this practice is not being used by the Recipient. Dual or multiple billings will result in the expense being disallowed and the Recipient will be required to return any disallowed expenses. Failure to repay the disallowed amounts will result in the OSCA filing a claim with the Department of Financial Services for an offset of any future amounts disbursed to the Recipient, regardless of the source.

Section B – Pooled Funding

If the Recipient receives funding for any services identified in this Agreement from multiple sources and intends to pool all funds to pay for the delivery of services, in addition to the requirements identified in Part 2, Section D, the Recipient must also submit an expense allocation plan that proportionally allocates the total cost of the service across all funding providers, based on the percentage of the funds provided by each funding source.

Section C – State Funds

The funds for this Agreement are from an award of state funds provided by the Florida Legislature. A CSFA number for this Agreement will be assigned and provided to the Recipient, Project Manager and Project Monitor.

[INTENTIONALLY LEFT BLANK]

ATTACHMENT B - AGREEMENT BUDGET*

Budget Summary

State Fiscal Year	Funds Available	Funds Expended	Funds Balance
2025/2026 - 2027/2028 Purchase and installation of generator or purchase of property to allow for installation of generator	\$700,000.00	\$0.00	\$700,000.00
Total	\$700,000.00	\$0.00	\$700,000.00

Funds were appropriated in the fixed capital outlay category.

Detail of specific projects, task and work to be completed along with corresponding set-aside of the total Budget and expenditures to date.

Project/Task	Total Estimated Cost	Expenditures to Date

Monthly Expenditures (to be updated and expanded as needed)

Period	Monthly Expense Amount	Total Expenditures
January 2026		
February 2026		
March 2026		
April 2026		
May 2026		
June 2026		
July 2025		
August 2025		
September 2025		
October 2025		
November 2025		
December 2025		

*The Budget will be updated monthly and will become part of this Agreement without the need for a formal amendment. The Recipient may modify the form and format of the Budget to best reflect the project and work to be completed, with prior approval of the OSCA. The initial Budget and subsequent updates require approval of both the County Commission Chair and Chief Judge.

Attachment C

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR RECIPIENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of the Florida Legislature, an officer or employee of the Legislature, or an employee of a member of the Legislature in connection with the awarding of the any funds for this Agreement.
- (2) If any funds other than the appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of the Florida Legislature, an officer or employee of the Legislature, or an employee of a member of the Legislature in connection with this Agreement, the undersigned shall enter the name of the Lobbying Registrant(s) in the space provided below.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and Recipients under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name and Address of Lobbying Registrant(s)

By: _____ Date: _____

Name of Authorized Individual: _____

Attachment D

COMPLIANCE MONITORING AND AUDITING

The administration of resources awarded by the Florida Legislature, administered by the Office of the State Courts Administrator, to the Recipient will be subject to audits and monitoring by OSCA, as described in this section. Although the OSCA is not a state awarding agency under the Florida Single Audit Act (Act), the state funds awarded under this Contract will be treated as state financial assistance subject to the provisions of the Act as outlined herein.

MONITORING

In addition to reviews of audits conducted, monitoring procedures may include, but not be limited to, on-site visits by OSCA staff, limited scope compliance, financial or performance audits, and other monitoring methods. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by OSCA. In the event OSCA determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by OSCA 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 OSCA, the Supreme Court Inspector General, the Chief Financial Officer (CFO) or the Auditor General.

AUDITS

PART I: STATE FUNDED AGREEMENTS

1. In the event that the Recipient expends a total amount of state funds equal to or in excess of \$1,000,000.00 in any fiscal year of such Recipient, the OSCA requires the Recipient to have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment A, Part 3, Section D and Attachment E, Exhibit 1 to this Agreement indicates state funds awarded by the Florida Legislature through OSCA by this Agreement. In determining the state funds expended in its fiscal year, the Recipient shall consider all sources of state funds, including state funds received from OSCA, other state agencies, and other non-state entities. State funds do not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as specified in section 215.97(2), Florida Statutes, and chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$1,000,000.00 in state funds in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$1,000,000.00 in state funds in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state 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 II: REPORT SUBMISSION

1. Copies of financial reporting packages required by PART I of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:
 - A. The OSCA at the following address:
 Office of the State Courts Administrator
 General Services Unit
 Supreme Court Building
 500 S. Duval Street
 Tallahassee, Florida 32399-1900

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

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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, and shall allow OSCA, the Supreme Court Inspector General, CFO, Auditor General, or a duly authorized designee access to such records upon request. The Recipient shall ensure that audit working papers are made available to OSCA, the Supreme Court Inspector General, CFO, Auditor General, or a duly authorized designee upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by OSCA.

Attachment E

CONTRACTOR'S E-VERIFY REGISTRATION CERTIFICATION

I, _____, am the owner or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware of the requirement in sections 448.09 and 448.095, Florida Statutes, that every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Business or Business Entity Legal Name:	
Business or Business Entity Legal Address:	
Business or Business Entity Taxpayer Identification Number:	

I hereby certify that my business:

	Is not engaged as an "employer" who hires individuals as an "employee" to perform labor or services in exchange for a salary, wages or other remuneration requiring the completion and submission of the U.S. Citizenship and Immigration Services Form I-9, "Employment Eligibility Verification", does not pay employee salaries or wages, does not collect federal withholding taxes from any salaries or wages and submit them to the Internal Revenue Service, has no power to dictate or control an individual's work duties and obligations, and does not supervise employees of subcontractors.
	Is organized outside the United States and its territories and does not have any physical locations within the United States, and is not considered an "employer", as described in the paragraph above.
	Does not have more than five (5) employees at any given time and does not hire more than five (5) employees in a calendar year.

For the reasons stated above, my business or business entity is not eligible to register with and cannot use the Department of Homeland Security E-Verify System.

By signing this certification, I agree not to hire employees who are not authorized to be employed in the United States pursuant to 8 U.S.C. s. 1324a(h)(3) at the time of employment or at any time throughout the term of the employment. I further acknowledge that I will notify the Contract Manager within ten (10) calendar days of any change in the business entity status as an employer or if any employees are hired. I further acknowledge that the failure to make the appropriate notifications will result in the immediate termination of my contract.

I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT.

Sole Proprietor/Authorized Representative

Printed Name

Attachment F

FLORIDA STATE COURTS SYSTEM
SUBCONTRACTOR'S E-VERIFY REGISTRATION AFFIDAVIT

I, _____, am the owner or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware of the requirement in section 448.095(2)(a), Florida Statutes, that every private employer with more than 25 employees and every public employer, contractor, and subcontractor must be registered with and use the Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees.

Business or Business Entity Legal Name:	
Business or Business Entity Legal Address:	
Business or Business Entity Taxpayer Identification Number (TIN):	

I hereby certify that my business or business entity:

<input type="checkbox"/>	Is registered with the DHS E-Verify system (https://www.e-verify.gov/) to verify the employment eligibility of each new employee hired within three (3) business days after the employee begins working for pay, as required by 8 C.F.R s. 274a for contract/agreement eligibility purposes.
<input type="checkbox"/>	Does not have more than five (5) employees at any given time and does not hire more than five (5) employees in a calendar year and is not eligible to register to use the DHS E-Verify system.
<input type="checkbox"/>	Does not hire and agrees not to hire employees who are not authorized to be employed in the United States pursuant to 8 U.S.C. s. 1324a(h)(3).

By signing this affidavit, I agree to maintain an active E-Verify registration and that I will notify the Contract Manager within ten (10) calendar days of any change in business entity status as an employer. I further acknowledge that the failure to comply with section 448.095, Florida Statutes, can result in fines of \$1,000 per day, prohibition of my business from entering into any contracts with any government entity in the State of Florida for a period of 1-year, suspension or revocation of any business or professional license issued to my business by any agency of the State of Florida and the immediate termination of my contract.

Will certify compliance on the first unemployment tax return submitted to the Department of Commerce, as required by section 448.095(3), Florida Statutes.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

Sole Proprietor/Authorized Representative

Printed Name

STATE OF _____

COUNTY OF _____

Sworn to (or Affirmed) and Subscribed Before Me By

Means of ☐ Physical Presence or ☐ Online Notarization

this _____ day of _____, 202____,

by _____, Who

☐ Is Personally Known to Me or ☐ Produced Identification.

Type of Identification Produced: _____

Signature of Notary Public

Printed Name of Notary Public Administering Oath Pursuant to §117.10, Florida Statutes

Attachment G

CONTRACTOR’S STATUTORY COMPLIANCE AFFIDAVIT

I, _____, am an officer or authorized representative of the business entity shown below. I hereby acknowledge on behalf of my business or business entity that I am aware that governmental entities of the State of Florida are prohibited from entering into, amending, extending, and renewing certain contracts and agreements with foreign countries of concern, pursuant to section 287.138, Florida Statutes, business entities that engage in forced labor and human trafficking practices, pursuant to sections 287.1346, and 786.06(13), Florida Statutes.

Business or Business Entity Legal Name:	
Business or Business Entity Legal Address:	
Business or Business Entity Taxpayer Identification Number:	

I hereby certify under penalty of perjury that:

- My business entity is not owned by a foreign country of concern, as defined by section 287.138, Florida Statutes.
- No foreign country of concern has a controlling interest in my business entity, as defined by section 287.138, Florida Statutes.
- My business entity is not organized under the laws of or has its principal place of business in a foreign country of concern as defined by section 287.138, Florida Statutes.
- My business entity does not engage in forced labor practices, as defined by section 287.1346, Florida Statutes.
- My business entity does not engage in human trafficking, as defined by section 787.06, Florida Statutes.
- My business entity does not employ or engage any person who performs any of the activities in section 787.30, Florida Statutes.

I have been advised that, in addition to criminal penalties for perjury for providing false information on this affidavit, my failure to comply with the requirements of sections 287.1346 and 287.138, and chapter 787, Florida Statutes, may result in civil and criminal penalties, prohibitions against doing business with any governmental entity of the State of Florida the suspension or revocation of all business or professional licenses and certifications issued by the State of Florida.

Agreement Number _____

By signing this affidavit, I agree that I will notify the Contract Manager within ten (10) calendar days of any change in my business entity status that would make any statement made on this affidavit untrue and within thirty (30) calendar days of gaining direct knowledge that any subcontractor or vendor is in violation of any of the requirements of sections 287.1346 and 787, Florida Statutes. I further acknowledge that the failure to make the appropriate notification will result in the immediate termination of my contract.

I HEREBY AFFIRM AND VERIFY THAT THE FOREGOING IS TRUE AND CORRECT.

Sole Proprietor/Authorized Representative

Printed Name

STATE OF _____ COUNTY OF ____

Sworn to (or Affirmed) and Subscribed

Before Me By Means of ☐ Physical

Presence or ☐ Online Notarization this _____ day of __, 202__,
by _____, Who

☐ Is Personally Known to Me or ☐ Produced

Identification. Type of Identification Produced: _____

Signature of Notary Public

Printed Name of Notary Public Administering Oath Pursuant to §117.03, Florida Statutes