



# MEMORANDUM OF AGREEMENT

## FOR 2024-25 ELECTION SECURITY ENHANCEMENT GRANT

### FOR SUBSCRIPTION FOR ALBERT NETWORK MONITORING SOLUTION

This agreement is between the State of Florida, Department of State, Division of Elections ("Department"), an agency of the State of Florida, and Tammy Jones Supervisor of Elections ("Sub-recipient") for Levy County, Florida. This agreement governs the receipt and use of federal funds as specified herein. The grant will be identified as grant number 24.e.an.000.037

### I. Governing Law

Grant funds are made available pursuant to Specific Appropriation 3210A, Section 6, Laws of Florida, in the ongoing effort to improve the administration of federal elections through security enhancements as follows:

*Funds in Specific Appropriation 3210A are provided to utilize the Help American Vote Act (HAVA) Election Security Grant funding, up to \$1,000,000 to provide subgrants to supervisors of elections for one year subscription to the Albert Network Monitoring Solution.*

The Department of State is authorized to distribute to Florida's 67 county Supervisors of Elections a total of one million dollars (\$1,000,000) in non-recurring funds for fiscal year 2024-2025 for one year subscription to the Albert Network Monitoring Solution, from the Federal Grants Trust Fund, pursuant to section 101 of the Help America Vote Act of 2002 (HAVA) and the Catalog of Federal Domestic Assistance (CFDA) 90.404 ("Help America Vote Act Requirements Payments").

The Department of State hereby establishes a subgrant program for the 67 county supervisors of elections. All required submissions shall be through the Department of State Online Grants System [www.dosgrants.com](http://www.dosgrants.com).

### II. Scope of Work and Deliverables

Sub-recipient may apply for a 2024 election security grant for the purchase of goods and/or services based on the scope of work set forth in paragraph A.

An initial application for funds must be submitted through the Department of State Online Grants System no later than September 30, 2024, to be eligible for a subgrant award.

#### A. Scope of Work

Sub-recipient's application for this grant is limited to:

Category 1: The cost of one year subscription to the Albert Network Monitoring Solution.

Sub-recipients may request advance payment or reimbursement. Request for reimbursement and/or advance payments for service may not exceed maximum allowable amounts awarded within the grant period.

## B. Deliverables, Minimum Levels of Service, and Financial Consequences

Deliverable	Minimum Level of Service	Financial Consequences
1	<p>Complete the application package of requirements for the implementation of the Scope of Work as follows:</p> <p><i>Category 1: Funds may be requested for an annual subscription to the Albert Network Monitoring Solution Up to \$14,925.37 maximum per county</i></p> <p>And signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions (<b>Attachment A</b>). (Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35.) This form prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.</p> <p>The sub-recipient shall provide documentation to the State demonstrating estimated cost or actual cost incurred, whichever is applicable, for purchase. Once purchased, Sub-recipient shall provide updated documentation no later than 30 days from receipt.</p>	<p>If Sub-recipient does not apply for grant funds by September 30, 2024, funds allocated to the county revert to the Election Security Fund.</p> <p>If the Sub-recipient does not use awarded funds within the grant period, unexpended funds, including any interest accrued, shall be returned to the Department at the same time the final expenditure report is submitted or due, whichever is earlier.</p>
Deliverable #1 - \$14,925.37 Maximum per county		

## III. Grant Period and Timeline

The grant agreement covers the period indicated below:

Date	Event
July 1, 2024 (Monday)	Beginning period for eligible reimbursement funds.
August 15, 2024 (Thursday)	<ul style="list-style-type: none"><li>Open period to submit DOS Online Grants application</li><li>Beginning period for expending advanced funds.</li></ul>
September 30, 2024 (Monday)	<ul style="list-style-type: none"><li>Deadline to submit DOS Online Grants application</li></ul>
June 27, 2025 (Friday)	<ul style="list-style-type: none"><li>Deadline to claim funds eligible for reimbursement in accordance with plan.</li><li>Deadline to expend advance funds.</li></ul>
June 27, 2025 (Friday)	Deadline to submit a Final Expenditure Report/Expenditure Log using <b>The Online Grants System</b> and return any unspent advance funds, including accrued interest.



## IV. Grant Application

To be eligible for the grant, Sub-recipient must submit an online grant application using the Department's Online Grants System as detailed in Section II. The maximum amount awarded to each Sub-recipient will be based on the online application submitted by the county for category 1.

## V. Grant Expenditure Log and Final Expenditure Report

For reimbursements, the Sub-recipient must submit an expenditure log demonstrating the use of grant funds during the allowable period prior to the release of any reimbursement payments. Each log must list all grant expenditures, including check numbers or transaction numbers, payees, dates of payment, check amounts, and associated Deliverables that support the satisfactory completion of services for each payment with supporting documentation. Expenditure logs and supporting documentation will be submitted online with payment requests at [www.dosgrants.com](http://www.dosgrants.com). For advancements, the Sub-recipient must submit an expenditure plan detailing how the advanced funds are intended to be used in the applicable category. See **Attachment B** - Expenditure Log/Plan.

The Sub-recipient must submit a Final Expenditure Report using **the Online Grants System** along with supporting documentation evidencing allowable expenses no later than June 27, 2025. Further requirements are detailed in Deliverables within Section II. Documentation must account for all expenditures made from grant funds awarded under this agreement. Along with the report, Sub-recipient shall return any unspent advanced funds. All returned and/or unspent funds, including interest earned, shall revert to the Federal Grants Trust Fund. Any expense not accounted for and verified for in the supporting documentation in the expenditure log and/or final report shall be returned within 15 days of notice from the State. See **Attachment C** - Final Expenditure Report under [Forms and Reports](#)

Failure to comply with the deadlines to submit a final expenditure report and expenditure log and to return unexpended funds may affect eligibility for future awards.

## VI. Restrictions

### A. No lobbying

Sub-recipient shall not use any funds received hereunder to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. This does not affect the right of the Sub-recipient, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

### B. Non-allowable expenses

If the Sub-recipient expends any funds on expenses that are not allowable, the Sub-recipient must reimburse immediately the funds to the Department, not otherwise expended for allowable costs, including any interest earned during the term of this agreement. Any funds determined, at any time, not to be expended in accordance with this agreement shall be returned, including any interest earned, to the Department within 30 days of written notice. All funds returned shall revert to the Federal Grants Trust Fund.

### C. Interest-bearing account for advanced funds received by non-exempt sub-recipients

Unless the Sub-recipient is exempted from the following requirement pursuant to 2 CFR 200.305(b)(8), the Sub-recipient must establish and maintain any advanced grant funds received in an interest-bearing account in a “qualified public depository” as defined by section 280.02(26), Florida Statutes. The Sub-recipient must segregate the advanced funds in a separate account established to hold only such funds. This provision is not applicable to grant funds distributed as cost-reimbursement or to sub-recipients that are exempted pursuant to 2 CFR 200.305(b)(8). Sub-recipient must comply with the applicable requirements of chapter 280, including but not limited to:

- The execution and retention in your official records of a [Public Deposit Identification and Acknowledgement Form](#).
- The submission each year by November 30<sup>th</sup> of a [Public Depositor Annual Report to the Chief Financial Officer \(DFS-J1-1009\)](#).

For more information refer to the [Department of Financial Services Collateral Management for Governmental Units webpage](#) or contact the Program Administrator at 850-413-3167.

## **VIII. Payments**

### **A. Distribution**

The Department shall determine eligibility and grant award amount based on a completed online application including requisite attachments. Funds will then be distributed subject to whether the request is a reimbursement, advance or combination thereof. The award date for the subgrant is the day the funds are transferred or distributed to the Supervisor.

### **B. Electronic Funds Transfer and Warrants**

It is recommended that the Sub-recipient establish and/or use electronic funds transfer (EFT) to receive payment more efficiently and timely. All Sub-recipient wishing to receive funds through electronic funds transfer must submit a [Direct Deposit Authorization form](#) to the Florida Department of Financial Services. To download this form, visit [http://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/forms-library/payments/dfs-a1-26s---direct-deposit-authorization-form---employees.docx?sfvrsn=e1fe4446\\_4](http://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/forms-library/payments/dfs-a1-26s---direct-deposit-authorization-form---employees.docx?sfvrsn=e1fe4446_4). This file also includes tools and information that allow you to check on payments. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts.

Sub-recipients without EFT capabilities may experience longer timeframes for payment by warrant.

### **C. Rural Communities and Rural Areas of Opportunities**

If the Sub-recipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Sub-recipient may elect in writing to exercise this provision.

a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or



b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Sub-recipient meets the criteria set forth in this paragraph, then the Sub-recipient is deemed to have demonstrated a financial hardship.

## **IX. Monitoring, Audits, and Audit Reporting**

The administration of resources awarded to the Sub-recipient may be subject to monitoring, audits, and reporting requirements at the state and/or federal level. The Sub-recipient agrees to comply and cooperate with federal and state requirements for inspections, reviews, investigations, and/or audits including those deemed necessary by the Department, Inspector General, Chief Financial Officer, Auditor General and/or U.S. Election Assistance Commission. The Sub-recipient agrees to maintain records necessary to comply and to respond to such activities.

### **A. Department audit**

The Department shall also conduct a limited scope post-grant audit of federal funds for six randomly selected Sub-recipients and may conduct more as needed. Sub-recipient agrees to comply with any additional instructions provided by Department staff to the Sub-recipient regarding such audit. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Sub-recipient did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the Sub-recipient must return or repay these federal funds in an amount sufficient to ensure or obtain compliance, including expenses for any corrective or remedial action, and interest earned or that may have been earned. If it is determined that funds have not been used accordingly, Sub-recipient shall return awarded funds up to the amount determined to not have been used, including interest that would have accrued.

### **B. Audit Requirements for Federal Financial Assistance**

Audit Requirements for Awards of State and Federal Financial Assistance (Form DFS-A2-CL), **(Attachment D)**, entitled is incorporated herein and made a part of this agreement. Upon ascertainment of the total Sub-recipient grant amount, the form will be finalized to be Sub-recipient specific.

Additional guidance to state and federal monitoring and auditing requirements may be found at <https://www.eac.gov/payments-and-grants/audits-resolutions>.

## **X. Record Retention**

### **A. Maintenance of records.**

The Sub-recipient shall retain accurate and detailed records sufficient to demonstrate its compliance with the terms of this agreement for five fiscal years from the date an audit report is issued. The Sub-recipient shall allow the Department or its designee, CFO, or Auditor General or auditor access to such records, including access to the audit working papers during such period unless otherwise extended.

## **B. Records Compliance.**

The Department is subject to the provisions of chapter 119, F.S., relating to public records. Any document Sub-recipient submits to the Department under this Agreement may constitute public records under the Florida Statutes. Sub-recipient shall cooperate with the Department regarding the Department's efforts to comply with the requirements of chapter 119, F.S. Sub-recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Sub-recipient in connection with this Agreement. Sub-recipient shall immediately notify the Department of the receipt and content of any records request relating to this Agreement by sending an e-mail to [PublicRecords@DOS.FL.GOV](mailto:PublicRecords@DOS.FL.GOV) within one (1) business day after receipt of such request. As applicable, Sub-recipient shall comply with s. 501.171, F.S. The Department may terminate this Agreement if Sub-recipient fails to comply with Florida's public records laws. Sub-recipient 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.

## **C. Property Inventory**

The Sub-recipient must also maintain appropriate property inventory. Inventory is required for property with a cost or value of \$5,000 or more at the time of acquisition in the applicable fiscal subgrant year. Federal regulations (2 CFR 200.313(d)(1)) state that "property records [purchased with federal funds] must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property." See also Rule 69I-73, Florida Administrative Code. A property inventory template is attached. (**Attachment E**). Such property inventory shall be maintained at the local level.

## **D. Exempt and/or confidential information.**

Documentation associated with this sub grant may contain exempt and/ confidential information that is exempt from public records disclosure pursuant to Florida and federal laws including but not limited to Section 119.0725 Section 282.318, F.S. and the Cybersecurity Information Sharing Act (CISA). Questions concerning the applicability of Section 119.0725 Section 282.318, F.S., to records relating to this Agreement may be addressed to the Department of State for consideration; however, compliance with Chapter 119 is ultimately the responsibility of the Sub-recipient.

## **E. Contact Custodian of Public Records for Questions.**

IF THE SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUB\_RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-6507, via e-mail at [PublicRecords@DOS.FL.GOV](mailto:PublicRecords@DOS.FL.GOV), or by mail at Department of State, Public Records Coordinator, 500 S. Bronough Street, Tallahassee, Florida 32399.

## **XI. Modification**

If, in the Department's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, the Department may at any time, with written notice of all such changes to Sub-



recipient, modify this Agreement within its original scope and purpose. Sub-recipient shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Sub-recipient must be in writing and duly signed by all Parties in order to be enforceable.

## XII. Strict Compliance with Laws

The Sub-recipient shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Sub-recipient shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations. Failure to comply with this provision may result in the Department's termination of the grant agreement.

## XIII. Entirety of the Agreement

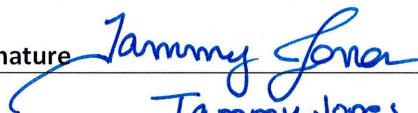
All terms and conditions of this Agreement are fully set forth in this document and its attachments and shall be governed by the laws of the State of Florida. The parties agree that the proper venue will be in Leon County, Florida. This agreement is effective as of the date it is fully executed.

The parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

By County Supervisor of Elections/Sub-recipient

By Department of State, Division of Elections

Signature



Signature



Name and Title

Tammy Jones  
Supervisor of Elections

Name and Title

Maria Matthews, Director,  
Division of Elections

Address

421 S Court St  
Bronson, FL 32621

Address

R.A. Gray Building, Ste. 316  
500 S. Bronough Street,  
Tallahassee, Florida 32399

County FEID

F591272928

Date

9/7/24

Date

10/16/2024