

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 6, 2008 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department:
Submitted By: Palm Beach County Sheriff's Office
Submitted For: Palm Beach County Sheriff's Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) Accept** on behalf of the Palm Beach County Sheriff's Office a Florida Department of Law Enforcement, State Homeland Security Grant for the Palm Beach County Sheriff's Office SWAT and EOD Sustainment Project in the amount of \$42,455 for the period of January 1, 2008 through September 30, 2008; **B) Approve** a budget amendment in the amount of \$42,455 in the Sheriff's Grant Fund.

Summary: On February 8, 2008, the Palm Beach County Sheriff's Office (PBSO) received an award from the Florida Department of Law Enforcement (FDLE) to purchase equipment and supplies to implement Florida's Domestic Security Strategic Plan. These funds and related equipment, which have been approved by FDLE for purchase, will be used to enhance the region's and the State of Florida's SWAT and EOD capability and capacity to prevent and respond to Weapons of Mass Destruction (WMD) Chemical, Biological, Radiological/Nuclear, and Explosive (CBRNE) threats and attacks through updated technologies and equipment. There is no match requirement associated with this award. No additional positions are needed and no County funds are required. Countywide (DW)

Background and Justification: The Florida Department of Law Enforcement received funding from the US Department of Homeland Security, Office of Domestic Preparedness for the State Homeland Security Grant Program (SHSGP). SHSGP supports the implementation of the State Homeland Security Strategy to address the identified planning, equipment, training, and exercise needs for acts of terrorism. The Catalog of Federal Domestic Assistance (CFDA) number is 97.067 and the contract number is 2008-SHSP-PALM-3-S4-016.

Attachments:

1. Budget Amendment
2. Award Letter
3. Application

=====

RECOMMENDED BY: _____

DEPARTMENT DIRECTOR

4/9/08
DATE

APPROVED BY: _____

ASSISTANT COUNTY ADMINISTRATOR

4/22/08
DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$19,405				
Operating Costs	\$23,050				
External Revenues	(\$42,455)				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES _____ NO X _____

Budget Account No.: Fund 1152 Agency 160 Org 2127 Object 3129

Reporting Category _____

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

The PBSO SWAT and EOD Sustainment Project is funded through the Florida Department of Law Enforcement. There is no match requirement associated with this award. No additional positions are created, and no additional County funds are required.

PBSO SWAT and EOD Sustainment Project	<u>\$42,455</u>
Total Program Budget	<u>\$42,455</u>

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Atwillhite 4.17.08
OFMB
4/14/08

Dr. J. Jacob 4/18/08
Contract Administration
4/18/08

B. Legal Sufficiency:

4/21/08
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

Page 1 of 1

FUND 1152 - Sheriff's Grants Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<u>Revenues</u>								
PBSO SWAT And EOD Sustainment Project 160-2127-3129	Federal Grant - Other Public Safety	0	0	42,455		42,455		
	<u>TOTAL REVENUES</u>	0	\$5,081,296	\$42,455	\$0	\$5,123,751		
<u>Expenditures</u>								
PBSO SWAT And EOD Sustainment Project 160-2127-9498	Transfer to Sheriff's Fund	0	0	42,455		42,455		
	<u>TOTAL EXPENDITURES</u>	0	\$5,081,296	\$42,455	\$0	\$5,123,751		

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of May 6, 2008

Deputy Clerk to the
Board of County Commissioners



Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Charlie Crist, Governor
Bill McCollum, Attorney General
Alex Sink, Chief Financial Officer
Charles H. Bronson, Commissioner of Agriculture

FEB 8 2008

The Honorable Ric Bradshaw
Sheriff
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

Re: Contract No. 2008-SHSP-PALM-3-S4-016

Dear Sheriff Bradshaw:

The Florida Department of Law Enforcement is pleased to award a State Homeland Security grant in the amount of \$ 42,455.00 to your unit of government. These funds shall be utilized to implement Florida's Domestic Security Strategic Plan.

A copy of the approved subgrant application with the referenced project number and title is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

Your attention is directed to the Standard Conditions of the subgrant. These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.


The enclosed Certification of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

Committed to
Service • Integrity • Respect • Quality

The Honorable Ric Bradshaw
Page Two

We look forward to working with you on this project. If we can be of further assistance, please contact Martha McWilliams at 850/617-1250.

Sincerely,


Clayton H. Wilder
Administrator

CHW/MKM

Enclosures

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

CERTIFICATION OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2008-SHSP-PALM-3-S4-016, in the amount of \$ 42,455.00, for a project entitled, PBSO SWAT AND EOD SUSTAINMENT PROJECT, for the period of 01/01/2008 through 09/30/2008, in accordance with the statement of work contained in the subgrant application, and subject to the Florida Department of Law Enforcement's Conditions of Agreement and any special conditions governing this subgrant.



Signature of Subgrantee's Authorized Official

Ric L. Bradshaw, Sheriff

Typed Name and Title of Official

Date of Acceptance

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

SUBGRANT AWARD CERTIFICATE

Subgrantee: Palm Beach County Sheriff's Office

Date of Award: 2-8-08

Grant Period: From: 01/01/2008 TO: 09/30/2008

Project Title: PBSO SWAT AND EOD SUSTAINMENT PROJECT

Grant Number: 2008-SHSP-PALM-3-S4-016

Federal Funds: \$ 42,455.00

Total Project Cost: \$ 42,455.00

Program Area: 0708 : SWAT and EOD - Sustainment

Federal CFDA #: 97.067

Award is hereby made in the amount and for the period shown above of a grant under the Homeland Security Act of 2004, Public Law 108-090, to the above mentioned subgrantee and subject to any attached standards or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Office of Justice Programs, Common Rule for State and Local Governments or OMB Circulars A-87, A-110 and A-133, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 108-090, as amended.

SUBGRANT AWARD CERTIFICATE (CONTINUED)

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certification of Acceptance/ Request for Payment is returned to the department.

Clayton H. Wilder
Authorized Official
Clayton H. Wilder
Administrator

2-8-08
Date

☒ This award is subject to special conditions (attached).

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

SPECIAL CONDITION(S)/GENERAL COMMENT(S)

Grantee: Office of Criminal Justice Grants

Grant Number: 2008-SHSP-PALM-3-S4-016

Grant Title: PBSO SWAT AND EOD SUSTAINMENT PROJECT

In addition to the general conditions applicable to fiscal administration, the grant is subject to the following Special Condition(s)/General Comment(s):

Ref# S7074: Prior to the drawdown of federal funds for an equipment maintenance agreement, the agreement period must be verified and must be within the grant period. If the agreement continues beyond the grant period, the subgrantee would have to prorate the cost of the agreement to cover only the grant project period.

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program

Subgrant Recipient

Organization Name: Palm Beach County Sheriff's Office

County: Palm Beach

Chief Official

Name: Ric Bradshaw

Title: Sheriff

Address: 3228 Gun Club Road

City: West Palm Beach

State: FL **Zip:** 33406

Phone: 561-688-3021 **Ext:**

Fax: 561-688-3033

Suncom:

Email: bradshawr@pbso.org

Chief Financial Officer

Name: George Forman

Title: Chief Financial Officer

Address: 3228 Gun Club Road

City: West Palm Beach

State: FL **Zip:** 33406

Phone: 561-688-3131 **Ext:**

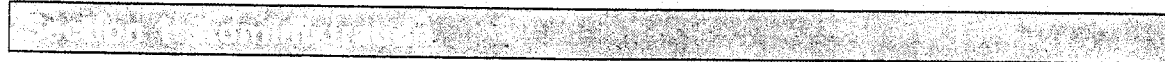
Fax: 561-688-4330

Suncom:

Email: formang@pbso.org

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program



Implementing Agency

Organization Name: Palm Beach County Sheriff's Office

County: Palm Beach

Chief Official

Name: Ric Bradshaw

Title: Sheriff

Address: 3228 Gun Club Road

City: West Palm Beach

State: FL **Zip:** 33406

Phone: 561-688-3021 **Ext:**

Fax: 561-688-3033

Suncom:

Email: bradshawr@pbso.org

Project Director

Name: Janet Cid

Title: Grants Contracts Analyst

Address: 3228 Gun Club Road

City: West Palm Beach

State: FL **Zip:** 33406

Phone: 561-688-3257 **Ext:**

Fax: 561-688-4330

Suncom:

Email: cidj@pbso.org

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program

Section 2: Project Overview

General Project Information

Project Title: PBSO SWAT AND EOD SUSTAINMENT PROJECT
Subgrant Recipient: Palm Beach County Sheriff's Office
Implementing Agency: Palm Beach County Sheriff's Office
Project Start Date: 1/1/2008 **End Date:** 9/30/2008

Problem Identification

Regional SWAT and EOD teams provide the basic capability to respond to conventional threats. CBRNE threats require additional capabilities and expense that typically exceed agency budgetary constraints. A new tactic by the terrorist in Iraq is the use of IED (Improvised Explosive Device) and armed confrontations. One of the national planning scenarios pertains to explosive attack to include IED. It is a matter of time, according to experts in the field of domestic security, when an IED or armed confrontation will occur in the United States by national or home-grown terrorists. SWAT and EOD teams must be prepared to stop the terrorists and disarm the devices.

Project Summary

Funding for this project will enhance the regional response team capability by updating existing equipment to current technology and standards. The equipment requested will enable EOD and SWAT teams to operate safely in a CBRNE event. It will assist in the assessment and render safe protocols which in turn will mitigate risk to potential victims in the targeted area.

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 2007 - State Homeland Security Grant Program

State Purpose Area: 0708 - SWAT and EOD - Sustainment

Objectives and Measures

Objective: 0708.01 - Provide an estimation of the percent completed of the items or services to be purchased. Also provide the anticipated completion date for the remaining purchases.

Measure: Part 1

During the grant period will you complete the purchase of all items or services budgeted to complete the project?

Goal: Yes

Objective: 0708.02 - Provide detail of any encountered or anticipated obstacles that would hinder the completion of the project within the grant period.

Measure: Part 1

During the grant period will you report any encountered or anticipated obstacles that would hinder the completion of the project within the grant period?

Goal: Yes

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

SAMAS / Vendor Number: 596000789

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$23,050.00	\$0.00	\$23,050.00
Operating Capital Outlay	\$19,405.00	\$0.00	\$19,405.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$42,455.00	\$0.00	\$42,455.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program

Budget Narrative:

I. OPERATING EXPENSES:

A. SWAT Team

1. (1) Porta Count Quantitative Fit Test Machine (annual calibration) @\$550 ea= \$550
2. (25) Butyl Rubber Retrofits for PAPRs @\$400 ea= \$10,000
3. (25) Butyl Rubber Retrofits for SCBA @\$500 ea= \$12,500

Sub-Total Operating Expenses= \$23,050

II. Operating Capital Outlay:

A. SWAT Team

1. (1)Laser/Infrared Aiming Device @\$1,405 ea= \$1,405

B. EOD Team

1. (3)Robot Maintenance Contracts @\$6,000 ea= \$18,000

Sub-Total Operating Capital Outlay= \$19,405

TOTAL PROJECT COST= \$42,455

There is no Match Requirement

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program

Section Questions:

Question: Indicate your agency's Operating Capital Outlay threshold.

Answer: 1000

Question: Provide a statement of your Procurement Process for the items included in the budget of the grant. (GSA or State Contract, formal bid process, etc.)

Answer: As per General Order 209.02, the Palm Beach Sheriff's Office enters into contracts for goods and services with a variety of public entities. If the procurement has been identified as sole source or if the Purchasing Department has determined that the bid process is not required, any contract documents will be finalized by the Sheriff for approval. All contracts must be signed by the Sheriff and/or his designee.

This General Order is available for review upon request.

1. Specific information related to the Purchase Orders and Bidding:

- a. Buyer <\$4,999
- b. Buyer II- \$5,000-\$24,999
- c. Unit Manager-\$25,000-\$99,000
- d. Division Manager >\$100,000

2. Approval Levels for Sheriff's Exemption to Purchasing Form:

- a. CFO-<\$49,999
- b. Director-\$50,000-\$99,000
- c. Sheriff->\$100,000

3. Bidding and Filing Guidelines:

- a. <\$4,999- Buyers must obtain 1-3 verbal quotes
- b. \$5,000-\$25,999- Buyers must obtain 3 written quotes
- c. \$25,000-\$49,999- Buyers will require RFQ
- d. >\$100,000- Buyers will issue RFP or Bid

Purchasing Management conducts periodic file reviews to ensure compliance.

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program

Section 5: Standard Conditions

Insert Standard Conditions Page here.

Application Ref # 2008-SHSP-132
Contract -SHSP-PALM- - -

Section #5 Page 1 of 1

Application for Funding Assistance
Florida Department of Law Enforcement
Law Enforcement Terrorism Prevention Program

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in Item 13 of this section.

The subgrant recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs *Financial Guide* and the U. S. Department of Homeland Security, Office for Domestic Preparedness *FY 2004 Homeland Security Grant Program Guidelines* and must support the goals and objectives included in the State Homeland Security Strategy for Florida. The *Financial Guide* incorporates by reference the provisions of the Office of Management and Budget (OMB) circulars and government-wide common rules applicable to grants and cooperative agreements. The subgrant recipient agrees to comply with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars, as applicable:

Administrative Requirements – OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments" and OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations", 48 CFR 31.2 "Contracts With Commercial Organizations" and 45 CFR 74, Appendix E "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals", FY 2005 Homeland Security Grant Program Guidelines and Application Kit.
(<http://www.ojp.usdoj.gov/odp/docs/fy05hsgp.pdf>.)

Cost Principles – OMB Circular A-21 "Cost Principles for Educational Institutions", OMB Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments", OMB Circular A-122 "Cost Principles for Non-Profit Organizations"

Audit Requirements – OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations";

Statutory Authority – Public Law 108-090.

OMB Circulars may be obtained by visiting the following web address:
<http://www.whitehouse.gov/omb/circulars/index.html>

1. Reports

a. Performance Reports:

Semi-Annual Project Performance Reports are due on January 10 and July 10, encompassing Jan-June and July-Dec reporting periods (respectively.) Failure to report may result in lack of funding.

b. Expenditure Reports:

The subgrant recipient shall have a choice of submitting either Monthly or Quarterly Expenditure Reports. All reports are due thirty-one (31) days after the end of the reporting period. The final Expenditure Report must be submitted upon close out of the grant. All reporting and special conditions must be satisfied prior to reimbursement. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

c. Other Reports:

The subgrant recipient must submit other reports as may be reasonably required by the Department.

2. Project Closeout

Project funds that have been properly obligated by the end of the subgrant funding period will have 45 days in which to be liquidated (expended). Any funds *not* liquidated at the end of the 45-day period will

Application for Funding Assistance

Florida Department of Law Enforcement

Law Enforcement Terrorism Prevention Program

lapse and revert to the Department. A subgrant funded project will *not* be closed out until the subgrant recipient has satisfied *all* closeout requirements.

All refunds or repayments made to the Department under this Agreement are made payable to the order of "Florida Department of Law Enforcement" and mailed to the following address:

Office of Criminal Justice Grants
Attention: Criminal Justice Initiatives Unit
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

3. Fiscal Control and Fund Accounting Procedures

The subgrant recipient must establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project must be disbursed according to provisions of the project budget as approved by the Department. All funds not spent according to this agreement will be subject to repayment by the subgrant recipient.

4. Allowable Costs

a. Allowance for costs incurred under the subgrant shall be determined according to the general principles of allowability and standards for selected cost items set forth in the *OJP Financial Guide*, U.S. Department of Justice *Common Rule for State And Local Governments* and federal *OMB Circular A-87*, "*Cost Principles for State, Local and Indian Tribal Governments*", or *OMB Circular A-21*, "*Cost Principles for Educational Institutions*" and the FY 2005 Homeland Security Grant Program Guidelines and Application Kit.

b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice *Common Rule for State and Local Governments*, or *OMB Circular A-110* and Florida law to be eligible for reimbursement.

5. Travel and Training

a. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, Florida Statutes.

b. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, Florida Statutes.

6. Written Approval of Changes in this Approved Agreement

Subgrant recipients shall obtain approval from the Department for major substantive changes. These include, but are not limited to:

a. Changes in project activities set forth in the approved agreement;

b. Budget deviations that do not meet the following criterion. That is, a subgrant recipient may transfer funds between budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget item; or,

c. Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Department. Transfers do not allow for increasing the quantitative number of items documented in any approved budget item, i.e., increasing the quantity of equipment items in Operating Capital Outlay or Expense categories, or staff positions in the Salaries and Benefits category.)

Under no circumstances can transfers of funds increase the total budgeted award

7. Reimbursement Subject to Available Funds

Application for Funding Assistance

Florida Department of Law Enforcement

Law Enforcement Terrorism Prevention Program

The obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funding.

8. Advance Funding

Advance funding may be authorized for each project according to Section 216.181(16)(b), Florida Statutes, the OJP *Financial Guide*, the FY 2005 Homeland Security Grant Program Guidelines and Application Kit, and the U.S. Department of Justice *Common Rule for State and Local Governments*. Advance funding shall be provided to a subgrant recipient upon a written request to the OCJG justifying the need for such funds

9. Excusable Delays

Except with respect to defaults of consultants, the subgrant recipient will not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include but are not limited to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the subgrant recipient.

If failure to perform is caused by failure of a consultant or third party to perform or make progress, and if such failure arises out of causes beyond the control of the subgrant recipient and the consultant, and without fault or negligence of either of them, the subgrant recipient will not be deemed in default, *unless*:

- a. Supplies or services to be furnished by the consultant were obtainable from other sources;
- b. The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources; and
- c. The subgrant recipient failed to reasonably comply with such order

Upon request of the subgrant recipient, the Department will ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule will be revised accordingly.

10. Obligation of Subgrant Recipient Funds

Subgrant recipient funds must not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the grant period. **Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for funding under this subgrant.** A cost is incurred when the subgrant recipient's employee or consultant performs required services, or when the subgrant recipient receives goods, notwithstanding the date of order.

11. Review of Consultant Contracts

The Department shall review all consultant contracts prior to employment of a consultant when their rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Review shall be based upon the contract's compliance with requirements found in the OJP *Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments*, and in applicable state statutes. The review of the subgrant recipient agreement does not constitute approval of consultant contracts.

12. Performance of Agreement Provisions

Application for Funding Assistance

Florida Department of Law Enforcement

Law Enforcement Terrorism Prevention Program

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department will impose sanctions it deems appropriate including withholding payments and cancellation, termination or suspension of the agreement in whole or in part. In such an event, the Department will notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient will be paid only for those services satisfactorily performed prior to the effective date of such sanction.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of Florida Department of Law Enforcement and mailed directly to the Department at the following address:

Office of Criminal Justice Grants
Attention: Criminal Justice Initiatives Unit
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

13. Access to Records

The Florida Department of Law Enforcement; the U.S. Department of Homeland Security, Office of Domestic Preparedness; and the Auditor General of the State of Florida; the U.S. Comptroller General or any of their duly authorized representatives, will have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Office of Justice Programs' *Financial Guide*, as amended.

The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and made or received by the subgrant or its contractor in conjunction with this agreement.

14. Audit

a. Subgrant recipients and Implementing Agencies that expend \$500,000 or more in a year in federal awards must have a single or program-specific audit conducted for that year. The audit must be performed in accordance with the federal OMB *Circular A-133* and other applicable federal law. The contract for this agreement must be identified with the subject audit in *The Schedule of Federal Financial Assistance*. The contract must be identified as federal funds passed-through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient must submit an annual financial audit which meets the requirements of *Chapters 11.45 and 215.97, Florida Statutes*; and, *Rules 10.550 and 10.600, Florida Administrative Code*.

b. A complete audit report which covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report must include any management letters issued separately and management's written response to all findings; both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned.

c. The subgrant recipient must have all audits completed by an independent public accountant (IPA). The IPA must be either a Certified Public Accountant or a Licensed Public Accountant.

d. The subgrant recipient and/or Implementing agency must take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.

Application for Funding Assistance
Florida Department of Law Enforcement
Law Enforcement Terrorism Prevention Program

- e. The subgrant recipient and/or Implementing Agency must ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients and/or Implementing Agencies that expend less than \$500,000 in federal awards during a fiscal year are exempt from the audit requirements of OMB *Circular A-133* for that fiscal year. In this case, written notification must be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice must be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any *disallowed costs* identified in an audit completed after such closeout.
- h. The completed audit reports should be sent to the following address:

Office of Criminal Justice Grants
Attention: Criminal Justice Initiatives Unit
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

15. Retention of Records

The subgrant recipient must maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

16. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs' *Financial Guide*, as amended or OMB *Circulars A-110 or A-102*, as applicable.

17. Property Accountability

The subgrant recipient agrees to use all non-expendable property for domestic security purposes during its useful life or request Department disposition.

The subgrant recipient must establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs' *Financial Guide*, as amended or the federal OMB *Circulars A-110 or A-102*, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

18. Disputes and Appeals

The Department will make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and will distribute its response to all concerned parties. The subgrant recipient must proceed diligently with the performance of this agreement according to the Department's decision.

If the subgrant recipient appeals the Department's decision, it must be submitted in writing to the Department's agency clerk within *twenty-one (21) calendar days of receipt of notification*. The subgrant recipient's right to appeal the Department's decision is contained in *Chapter 120, Florida Statutes*, and in procedures set forth in *Chapters 28-5 and 9-5, Florida Administrative Code*. Failure to appeal within this time frame constitutes a waiver of proceedings under *Chapter 120, Florida Statutes*.

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19. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, representatives of the Department and/or the U.S. Department of Homeland Security have the privilege of visiting the project site to monitor, inspect and assess work performed under this agreement.

20. Publication or Printing of Reports

The subgrant recipient must submit one copy of all reports and proposed publications resulting from the agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the subgrant recipient's or government's expense, must contain the following statement: (NOTE: This excludes press releases, newsletters, and issue analysis.)

"This project was supported by grant award number 2004-GE-T4-0010 awarded by the U.S. Department of Homeland Security, Office of Domestic Preparedness. Points of view within this document are those of the author and do not necessarily represent the official position of policies of the U.S. Department of Homeland Security."

21. Equal Employment Opportunity (EEO)

All subgrant recipients are required to comply with nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

The subgrant recipient acknowledges, by completing and signing the attached EEO Certification Letter that failure to submit an acceptable Equal Employment Opportunity Plan approved by the Office for Civil Rights (if subgrant recipient is required to submit one pursuant to 28 CFR 42.302), is a violation of its certified assurances and may result in suspension of funding obligation authority. **Submission of this certification letter is a prerequisite to entering into this agreement.** This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have *120 days* after the date of this agreement to comply with the Act or face loss of federal funds subject to the sanctions in the *Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and CFR Section 42.207 Compliance Information; Title VI of the Civil Rights Act of 1964, as amended; and Department of Justice regulation 28 CFR Part 42, Subparts C, D, E.*

If any court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, gender, disability or age against a subgrant recipient of funds, the subgrant recipient must agree to forward a copy of the findings to the USDOJ Office of Justice Programs (OJP), Office for Civil Rights.

All subgrant recipients must provide the OJP Office for Civil Rights with an Equal Opportunity Plan, if required to maintain one, where the subgrant award is \$500,000 or more.

22. Americans with Disabilities Act 1990

Subgrantees must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law (P.L.) 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV). (*Reference Title II of the Americans with Disabilities Act and Department of Justice regulation 28 CFR Part 42, Part 35; and Title IX of Education Amendments of 1972 and Department of Justice Regulation 28 CFR Part 54.*)

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23. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with *Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant's Responsibilities)*. These procedures require the subgrant recipient to certify it will not enter into any lower tiered covered transaction with a party that is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

24. Payment Contingent on Appropriation

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature.

25. Federal Restrictions on Lobbying

The subgrant recipient agrees to comply with *Section 319 of P.L. 101-121* set forth in "*New Restrictions on Lobbying; Interim Final Rule*," published in the February 26, 1990, *Federal Register*.

Each person must file the most current edition of this Certification and Disclosure Form, if applicable, with each submission that initiates agency consideration of such person for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by *Section 1352, Title 31, United States Code*. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.

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

- a. No federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned must complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.
- c. The undersigned will require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all subgrant recipients must certify and disclose accordingly.

26. State Restrictions on Lobbying

In addition to the provisions contained herein, the expenditure of funds for the purpose of lobbying the state Legislature or a state agency is prohibited under this contract.

27. Political Activities Limitations

The subgrantee assures that it will comply with provisions of federal law which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or part by federal grants (5 USC 1501, et seq.)

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28. Fair Labor Standards

The subgrantee assures that it will comply with the minimum wage and maximum hour's provisions of the *Federal Fair Labor Standards Act*.

29. Environmental Protection Agency's (EPA) List of Violating Facilities

The subgrantee assures that the facilities under its ownership, lease or supervision which will be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used is under consideration for listing by the EPA.

30. Flood Disaster Protection Act

The subgrantee will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

31. National Historic Preservation Act

The subgrantee will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by

a. consulting with the State Historic Preservation Officer as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Florida Department of Law Enforcement of the existence of any such properties and by

b. complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

32. The Coastal Barrier Resources Act

The subgrantee will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

33. National Environmental Policy Act (NEPA)

a. The subgrantee agrees to assist the Department in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds:

(1) New construction;

(2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;

(3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and

(4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

b. For any of a subgrantee's existing programs or activities that will be funded by these subgrants, the

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subgrantee, upon specific request from the Department and the U.S. Department of Justice (DOJ), agrees to cooperate with DOJ in any preparation by DOJ of a national or program environmental assessment of that funded program or activity.

34. Signature Authority

Both the Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative who sign the Signature Page have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source and the ADP Justification forms. The Project Director has authority to submit requests for approval of specific travel, Financial and Performance Reports, with the exception of the Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

35. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

36. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrantee or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

37. Supplanting

The subrecipient agrees that funding under this award will be used to supplement, but not supplant, state or local funds for homeland security preparedness. Costs allocated or included in any other federally financed program must not be included.

38. Use of Funds

The subrecipient understands and agrees that it cannot use any funding under this award either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the awarding agency.

39. Categorical Exclusions

The subrecipient understands that funding under this award is to enhance its capabilities to prevent, respond to and recover from incidents of terrorism involving chemical, biological, radiological, nuclear or explosive weapons and cyber attack. Equipment purchases for this subgrant are restricted to 18 categories that range from personal protective equipment to search and rescue equipment, to cyber security equipment and related costs. This action consequently meets the OJP's criteria for categorical exclusion as contained in Title 40, paragraph 4(b) of Appendix D to Part 61, CFR. Additionally, the proposed action is neither a phase nor a segment of a project which when viewed in its entirety would not meet the criteria for a categorical exclusion. None of the following activities will be conducted either under this action or a related third party action:

1. New construction
2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

40. Authorized Equipment Expenditures

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment

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purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The subrecipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Department of Law Enforcement (FDLE) must approve any purchases of equipment not itemized in a project's approved Initial Strategic Implementation Plan (ISIP) in advance of the purchase.

The subrecipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDLE will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The subrecipient shall notify the FDLE Office of Domestic Preparedness at 2331 Phillips Road, Tallahassee, Florida 32308 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The subrecipient shall notify the FDLE immediately if the equipment is destroyed, lost, or stolen.

The subrecipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the FDLE.

1. Memorandum of Understanding (MOU) Requirements

The Department Reserves the right to require that applicants of funding under this agreement must enter into a formal MOU with the local unit of government or urban area, specifying the amount of funds to be retained by the state and the intended use of the funds. This MOU request must be initiated by the local unit of government or urban area. Agencies are encouraged, but not required to submit these MOUs to their Office of Domestic Preparedness Officer for the review to ensure compliance. A final, executed copy of the MOU must be submitted along with the application for funding to the Department and must be available to the Department of Homeland Security upon request.

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Insert Certifications and Authorizations here.

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Contract -SHSP-PALM- - -

Section #7 Page 1 of 1

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**I. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
(SUBGRANT RECIPIENT)**

Mr. Clayton H. Wilder
Community Program Administrator
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

Re: Compliance with Equal Employment Opportunity (EEO) Program
Requirements for the Subgrant Recipient

Dear Mr. Wilder:

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that the Subgrantee (Subgrant Recipient) . . . (Select one of the following):

☒ Meets Act Criteria

☐ Does not meet Act Criteria

I affirm that I have read the Act criteria set forth in the Subgrant Application Instructions. I understand that if the Subgrant Recipient meets these criteria, it must formulate, implement and maintain a written EEO Plan relating to employment practices affecting minority persons and women. I also affirm that the Subgrant Recipient . . . (Select one of the following):

☒ Has a Current EEO Plan

☐ Does Not Have a Current EEO Plan

I further affirm that if the Subgrant Recipient *meets* the Act criteria and does not have a current written EEO Plan, federal law requires it to formulate, implement, and maintain such a Plan within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.

Signature of Subgrantee Authorized Official

Type Name: Ric L. Bradshaw

Title: Sheriff

Subgrant Recipient: Palm Beach Sheriff's Office

Date: 10/17/07

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**I. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
(IMPLEMENTING AGENCY)**

Mr. Clayton H. Wilder
Community Program Administrator
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

Re: Compliance with Equal Employment Opportunity (EEO) Program
Requirements for the Implementing Agency

Dear Mr. Wilder:

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that this Criminal Justice Agency . . . (Select one of the following):

☒ Meets Act Criteria

☐ Does not meet Act Criteria

I affirm that I have read the Act criteria set forth in the Subgrant Application Instructions. I understand that if the Implementing Agency meets these criteria, it must formulate, implement and maintain a written EEO Plan relating to employment practices affecting minority persons and women. I also affirm that the Implementing Agency . . . (Select one of the following):

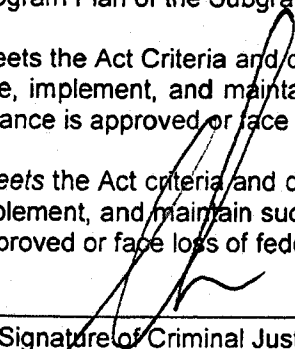
☒ Has a Current EEO Plan

☐ Does Not Have a Current EEO Plan

☐ Is included in the current EEO Program Plan of the Subgrant Recipient.

I FURTHER AFFIRM that if the recipient meets the Act Criteria and does not have a current written EEO Program, federal law requires it to formulate, implement, and maintain such a program within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.

I further affirm that if the Implementing Agency meets the Act criteria and does not have a current written EEO Plan, federal law requires it to formulate, implement, and maintain such a Plan within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.



Signature of Criminal Justice Agency Authorized Official

Type Name: Ric L. Bradshaw

Name of Subgrant Recipient: Palm Beach Sheriff's Office

Name of Criminal Justice Agency: Palm Beach Sheriff's Office

Title: Sheriff

Date: 10/17/07

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State Homeland Security Program

Section 8 - Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Clayton H. Wilder

Typed Name and Title: _____

Date: 2-8-08

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Palm Beach Sheriff's Office

Signature: [Signature]

Typed Name and Ric L. Bradshaw, Sheriff

Date: 10/17/07

Implementing Agency
Official Administrator or Designated Representative

Typed Name of Implementing Palm Beach Sheriff's Office

Signature: [Signature]

Typed Name and Ric L. Bradshaw, Sheriff

Date: 10/17/07