

Agenda Item #: 3 X 2

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

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Meeting Date: April 1, 2014	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

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Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **Receive and File** an interlocal agreement with the City of Boynton Beach to provide grant project funding of \$24,268 for night vision and forensic crime lab equipment for the period February 18, 2014 through April 30, 2014.

Summary: The County was awarded \$217,720 from the US Department of Homeland Security through the City of Miami Urban Area Security Initiative (UASI) 2012 Grant. The City of Boynton Beach will be awarded \$24,268 for its Police Department, of which \$12,317 is being allocated for night vision equipment while \$11,951 is being allocated towards forensic crime lab equipment. The Urban Area Working Group (UAWG) decreased the original \$44,471 requested and provided \$24,268 instead to purchase law enforcement equipment to protect Florida's citizens, visitors and critical infrastructure in line with the Miami UASI's strategy. Both of these projects have been approved by the City of Miami UAWG as the regional fiscal agent's approval authority. R-2013-0622 authorizes the County Administrator or his designee to execute all UASI sub-grant contracts on behalf of the Board of County Commissioners, for the UASI Grant Program. **No County matching funds are required. Countywide (PGE)**

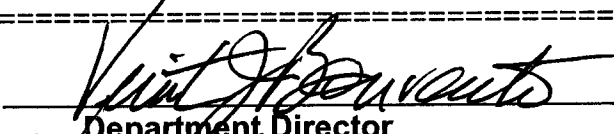
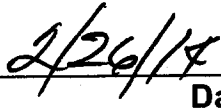


Background and Policy Issues:

In early 2006, the State of Florida and the Federal Department of Homeland Security established a new UASI. This new UASI was created using the cities of Fort Lauderdale, Miramar, Miami Gardens, Hollywood, and Coral Springs as the core cities. At the first organizational meeting of the UASI, the core cities invited the Counties of Broward and Palm Beach to participate as equal partners. Subsequently, the City of Coral Springs and the Sheriffs Office of Broward and Palm Beach Counties were also invited to participate as equal partners. In May of 2011, the Miami UASI and the Fort Lauderdale UASI were combined by the Department of Homeland Security into the Fort Lauderdale/Miami UASI. The City of Miami has accepted the duties and responsibilities of representing the UASI to the State and Federal Governments as the UASI's fiscal agent and point of contact.

Attachments:

- 1) Interlocal Agreement with the City of Boynton Beach for Night Vision and Forensic Crime Lab Equipment.

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Recommended by:		
<i>2-26-14</i>	Department Director	Date
Approved By:		
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	24,268	_____	_____	_____	_____
External Revenues	(24,268)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	=====	=====	=====	=====	=====

ADDITIONAL FTE

POSITIONS (Cumulative) _____ - _____

Is Item Included In Current Budget? Yes X No _____

Budget Account Exp No: Fund 1438 Department 662 Unit 7358 Object 8101
 Rev No: Fund 1438 Department 662 Unit 7358 Source 3129

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

- Grant: Urban Areas Security Initiative Grant 2012
- Fund: Urban Areas Security Initiative Grant
- Unit: Urban Areas Security Initiative Grant 2012

AK

Departmental Fiscal Review: Stephanie Seinoha 2/26/14

III. REVIEW COMMENTS

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

[Signature] 3/3/2014
 OFMB
 AM 3/3

[Signature] 3/12/14
 Contract Administration
 3-12-14 B. Cochran

B. Legal Sufficiency:

[Signature] 3/12/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**INTERLOCAL AGREEMENT FOR
THE PURCHASE OF EQUIPMENT BETWEEN
PALM BEACH COUNTY AND THE CITY OF BOYNTON BEACH**

This Interlocal Agreement, hereinafter referred to as contract, is made as of the 18 day of February, 2014, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and (The City of Boynton Beach), a (Government Municipality) authorized to do business in the State of Florida, hereinafter referred to as the ENTITY (including, but not limited to, Municipality, City, Town, University, College), whose Federal I.D. is 59-6000282.

In consideration of the mutual promises contained herein, the COUNTY and the ENTITY agree as follows:

ARTICLE 1 - SERVICES

The ENTITY'S responsibility under this Contract is to provide \$24,268 for the purchase of night vision and forensic crime lab equipment, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Billy Weinsbank, telephone no. 561-712-6378.

The ENTITY'S representative/liaison during the performance of this Contract shall be Jaclyn Smith, telephone no. 561-742-6195.

ARTICLE 2 - SCHEDULE

The ENTITY shall commence services on the full execution of this contract and complete all services by April 30, 2014.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO ENTITY

A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of twenty-four thousand, two-hundred sixty eight dollars Dollars (\$ 24,268). The ENTITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The ENTITY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where

incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the ENTITY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed zero Dollars (\$ 0), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B". All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the ENTITY will clearly state "final invoice" on the ENTITY'S final/last billing to the COUNTY. This shall constitute ENTITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the ENTITY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the ENTITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the ENTITY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside ENTITYs. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the ENTITY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the ENTITY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written

notice to the ENTITY. Unless the ENTITY is in breach of this Contract, the ENTITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the ENTITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The ENTITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the ENTITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the ENTITY'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The ENTITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the ENTITY'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The ENTITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the ENTITY uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the ENTITY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The ENTITY agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The ENTITY understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The ENTITY shall provide the COUNTY with a copy of the ENTITY's contract with any SBE subcontractor or any other related documentation upon request.

The ENTITY understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The ENTITY will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The ENTITY shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The ENTITY agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the ENTITY. The ENTITY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the ENTITY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The ENTITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 – INSURANCE

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, ENTITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event ENTITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, ENTITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The ENTITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, ENTITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the ENTITY of its liability and obligations under this contract.

ARTICLE 11 – INDEMNIFICATION

To the extent allowed by law, the ENTITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this INTERLOCAL AGREEMENT or due to the acts or omissions of the ENTITY.

ARTICLE 12 - LIABILITY

The parties to this INTERLOCAL AGREEMENT and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The COUNTY and the ENTITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the ENTITY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 14 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or ENTITY.

ARTICLE 15 - CONFLICT OF INTEREST

The ENTITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The ENTITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The ENTITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the ENTITY'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the ENTITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the ENTITY. The COUNTY agrees to notify the ENTITY of its opinion by certified mail within thirty (30) days of receipt of notification by the ENTITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENTITY, the COUNTY shall so state in the notification and the ENTITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the ENTITY under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

The ENTITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the ENTITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the ENTITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the ENTITY'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be

revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 17 - ARREARS

The ENTITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The ENTITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The ENTITY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the ENTITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

The ENTITY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the ENTITY'S sole direction, supervision, and control. The ENTITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENTITY'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The ENTITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 20 - CONTINGENT FEES

The ENTITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENTITY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENTITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 - ACCESS AND AUDITS

The ENTITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ENTITY'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the ENTITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 22 - NONDISCRIMINATION

The ENTITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

ARTICLE 23 - AUTHORITY TO PRACTICE

The ENTITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 24 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITIES who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 26 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the ENTITY of the COUNTY'S notification of a contemplated change, the ENTITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the ENTITY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the ENTITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the ENTITY shall not commence work on any such change until such written amendment is signed by the ENTITY and approved and executed on behalf of Palm Beach County.

ARTICLE 27 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Vincent Bonvento, Director
Department of Public Safety
20 South Military Trail
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, FL 33401

If sent to the ENTITY, notices shall be addressed to:

City of Boynton Beach, Police Department
Jaclyn Smith
100 E. Boynton Beach Blvd.
Boynton Beach, FL. 33435

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the ENTITY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK

If ENTITY'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the ENTITY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The ENTITY acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the ENTITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 30 - REGULATIONS; LICENSING REQUIREMENTS

The ENTITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ENTITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 31 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITYs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan

List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by ENTITY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and ENTITY has hereunto set its hand the day and year above written.

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

By: *Vincent Bonvento*
Vincent Bonvento
Director of Public Safety

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *Franklin E. Gilling*
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: *Bill [Signature]*
Division Director

ENTITY:

The City of Boynton Beach
Company Name

Jerry Taylor
Signature

Jerry Taylor
Typed Name

Mayor
Title

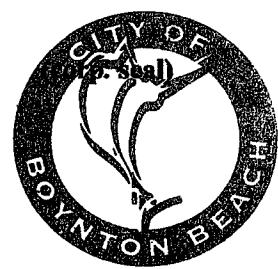


EXHIBIT "A"

SCOPE OF WORK

Attached to this Scope of Work are three (3) sets of documents

The first set of documents is titled, "Exhibit A" includes a preamble to the two attached Scopes of Work as well as additional terms and conditions to the Inter-local agreement.

The second set of documents titled, "Scope of Work Attachment One" relates to the Night Vision Scopes project

The third set of documents titled, "Scope of Work Attachment Two" relates to the Forensic Crime Lab Equipment project

Exhibit A

Scope of Work Attachment One – FY 2012 UASI Spending Plan

The Scope of Work for the "Night Vision" project for the City of Boynton Beach is detailed in the attached document titled, "Scope of Work Attachment One – FY 2012 UASI Spending Plan". Project Title, "Night Vision" was submitted to the Miami-Fort Lauderdale UASI and approved by its governing body. The award amount was decreased per the United States Department of Homeland Security in March of 2012. As a result, the initial award of twenty-one thousand, nine hundred and ninety six dollars (\$21,996) was reduced to twelve thousand, three hundred and seventeen dollars (\$12,317).

Scope of Work Attachment Two - FY 2012 UASI Spending Plan

The Scope of Work for the "Forensic Crime Lab" project for the City of Boynton Beach is detailed in the attached document titled, "Scope of Work Attachment Two - FY 2012 UASI Spending Plan". Project Title "Forensic Crime Lab" was submitted to the Miami-Fort Lauderdale UASI and approved by its governing body. The award amount was decreased per the United States Department of Homeland Security in March of 2012. As a result, the initial award of twenty-two thousand, four hundred and seventy five dollars (\$22,475) was reduced to eleven thousand, nine-hundred fifty-one dollars (\$11,951).

In addition to the terms and conditions of this Inter-local Agreement the following conditions also apply;

- 1) **Status Reports:** The Entity shall submit in writing a project status report to the COUNTY'S representative when the project is commenced and at the following thresholds: 25% completion, 50% completion, 75% completion and 100% completion.
- 2) **Termination of Contract:** The COUNTY reserves the right to cancel ENTITY'S award and utilize such funds for another project or de-obligate such funds back to the UASI 2012 grant due in part to the ENTITY'S failure to secure a purchase order for the implementation of the Scope of Work by the half way point between execution of this contract and the grant's end date.
- 3) **Grant Compliance:** The Entity shall comply with all laws, ordinances and regulations applicable to the UASI 2012 grant herein.
 - a. Projects involving the purchase of equipment need to be approved by FEMA and on the Authorized Equipment List (AEL). Please refer to <https://www.llis.dhs.gov/knowledgebase/ael>
 - b. Projects requiring an Environmental and Historical Preservation (EHP) submission must obtain approval prior to commencement of the project. Please refer to <http://www.fema.gov/environmental-planning-and-historic-preservation-program/environmental-historic-preservation-1>
 - c. Projects in which an outside party hired is by the ENTITY to complete work related to the project will be required to complete a Debarment form (also known as an "Attachment E").

- d. From project commencement to completion the following documentation, pertaining to the project, including but not limited to must be gathered:
- i. Canceled checks
 - ii. Time and attendance records
 - iii. Sub-grant award documents
 - iv. Receipts
 - v. Invoices
 - vi. Purchase orders
 - vii. Contracts
 - viii. Travel authorization forms and vouchers
 - ix. Payroll registers

Scope of Work Attachment One



FY 2012
Miami - Fort Lauderdale DASH
Urban Areas Security Initiative
Spending Plan

"Strengthen Planning and Citizen Preparedness Capabilities"

Project Overview	
Line Item Number(s)	
Project Title	Night Vision
Project Budget	\$21898.00
Project Manager	Billy Weinsank
Project Manager Phone	581.712.6378
Project Manager E-mail	wweinsha@pbcbgov.org
Sub-Grantee/Department	City of Boynton Beach Police Department
Urban Area Strategy Goal	<ul style="list-style-type: none"> -Prevent, preempt and deter acts of terrorism and other disasters. -Prepare for terrorism response missions and other disasters. -Respond in an immediate, effective, and coordinated manner, focused on the victims of the attack.
Urban Area Strategy Objective	<ul style="list-style-type: none"> -LE Inv & Ops: Enhancement of technology & sustain existing -Planning: Identify equipment needed to support prevention, protection, response and recovery efforts. -Public Safety and Security Response: Improve perimeter security and control through procurement of equipment.
Primary Target Capability	Emergency Public Safety and Security
Additional Target Capabilities	Counter -Terror Investigation and Law Enforcement Critical Infrastructure Protection

1. Project Description

Please provide a description of this project (purpose and if it is an ongoing project that has received funding from previous years). Please also describe how this project is terrorism related and will increase the capabilities of the city of Miami/ Ft. Lauderdale (or the region). If an MOU is needed (e.g. regional project, equipment purchases for other jurisdictions), please indicate the parties that will be a part of the MOU.

1a. Purpose

Please provide a description of this project.

The Boynton Beach Police Departments Tier 2 SWAT team is in need of night vision equipment to enhance our efforts in countering terrorism. Our team is comprised of a group of highly dedicated, highly trained, and motivated officers from various divisions within the department. With advanced night vision equipment, our abilities to counter terrorism and special enforcement operations will significantly improve. Having the ability to see in the dark or in low light conditions will provide the SWAT members a huge advantage over someone without a light or similar technology. This will allow for better operational safety and efficiency.

1b. Risk

How will this project mitigate risk?

SWAT members put themselves in the line of danger every time they enter a dark building or conduct operations under low light conditions. Night vision equipment would mitigate this risk as they would be able to see a clearer image. In addition, should our agency encounter an act of terrorism or natural disaster the night vision would allow them to search for victims and render aid as needed.

1c. Outcome

What are the anticipated outcomes?

Our technology will become more enhanced with the procurement of night vision equipment. Night vision would prove to be an indispensable tool, not only in the event of a terrorist attack, but during all operations that the SWAT members conduct under low light conditions. The main objective to achieve from the procurement of the night vision equipment is to enhance operational effectiveness and, importantly, to increase officer safety.

2. Planned Expenditures

Please detail your planned expenditures in the appropriate category section below. If no expenditures are anticipated for a particular category, leave that category blank.

2a. Equipment

Please provide a description of the equipment you plan to purchase.

Our agency plans to purchase night vision optics, the ATN PS40-4 gives the daytime scope night vision capability.

Who will receive, deploy, operate and maintain the equipment (agency)?

The Boynton Beach Police Department SWAT team will receive, deploy utilize the equipment. Any future cost will be incurred by the police department.

Detailed description of warranty if applicable:

Twelve (12) month warranty on equipment.

How will the equipment be used?

The equipment will be utilized by the members of the SWAT team for operations.

2b. Planning

Who will provide planning activities (e.g. consultant or planner)?

n/a

What plan/system/procedure is being developed/revised (e.g. EOP, COOP/COG, communication, SOP, etc.)?

n/a

What are the major components of the plan/system/procedure being developed (e.g. evacuation, sheltering, etc.)?

n/a

2c. Training 1 of 2

What is the course name?

n/a

What are the learning objectives of each course listed above?

n/a

Who will deliver the training?

n/a

How many sessions are planned per course?

n/a

2c. Training 2 of 2

Who is the target audience (what discipline and how many per course)?

n/a

Where will the training be conducted?

n/a

Is the course DHS approved? If not, who will work to ensure that all appropriate paperwork is completed to ensure DHS approval?

n/a

2d. Exercise

What plans/capabilities will be exercised?

n/a

Who will be participating in the exercise (agencies/disciplines)?

n/a

What is the expected delivery date of the exercise?

n/a

Who will ensure the exercise is HSEEP compliant?

n/a

3. Project Management

Identify up to ten milestones, with start and end dates that will be achieved within the three year performance period. The performance period should begin in September 2011 and end in September 2014.

Milestone	Start Date	End Date
Put together application for acceptance.	10/19/11	10/27/11
Once awarded, advise SWAT Commander.	03/01/13	03/01/13
Order the equipment.	04/01/13	04/01/13
Receive equipment.	05/01/13	05/01/13
SWAT members continue to train and include new technology.	05/01/13	future

Submit by Email

FY2012 UASI "Strengthen Planning and Citizen Preparedness Capabilities "

City/Agency: City of Boynton Beach Police Department

Date: 10/27/11

Category	Discipline	Line Item #	Item Description	AEL #	EHP	Qty	Unit Cost	Total Cost	Total		Personnel Costs
Equipment	LE	1	ATN PS40-4 Night vision optics scope	030E-02TLA	No	4	5499	\$21,996.00	\$21,996.00		\$21,996.00
								\$0.00	\$0.00		
								\$0.00	\$0.00		
								\$0.00	\$0.00		
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								\$0.00	\$0.00		
								\$0.00	\$0.00		
								\$0.00	\$0.00		
Total For National Priority								\$21,996.00	\$21,996.00		\$0.00



The above amounts must match

Scope of Work
Attachment Two



FY 2012
Miami - Fort Lauderdale UASI
Urban Areas Security Initiative
Spending Plan

"Strengthen Information Sharing and Collaboration Capabilities"

Project Overview	
Line Item Number(s)	
Project Title	Forensic Crime Lab
Project Budget	\$22475.00
Project Manager	Billy Weinsank
Project Manager Phone	561.712.6378
Project Manager E-mail	wweinsa@pbcbgov.org
Sub-Grantee/Department	City of Boynton Beach Police Department
Urban Area Strategy Goal	<ul style="list-style-type: none"> -Prevent, preempt and deter acts of terrorism and other disasters. -Protect Florida citizens, visitors, and critical infrastructure. -Prepare for terrorism response missions and other disasters.
Urban Area Strategy Objective	<ul style="list-style-type: none"> -Law enforcement investigations and operations: enhance law enforcement investigations/operations with technology enhancements. -complete/update threat assessment of critical infrastructure sites. -Planning: identify equipment needed to support prevention, protection, response and recovery efforts.
Primary Target Capability	information gathering and recognition of indicators and warnings
Additional Target Capabilities	<ul style="list-style-type: none"> criminal infrastructure protection intelligence and information sharing and dissemination

1. Project Description

Please provide a description of this project (purpose and if it is an ongoing project that has received funding from previous years). Please also describe how this project is terrorism related and will increase the capabilities of the city of Miami/ Ft. Lauderdale (or the region). If an MOU is needed (e.g. regional project, equipment purchases for other jurisdictions), please indicate the parties that will be a part of the MOU.

1a. Purpose

Please provide a description of this project.

This project is to establish a Single Digital Forensic Workstation which incorporates the acquisition of computer hardware and software assets for the use of counter-terrorism measures. The attached asset listings includes a stationary and portable Forensic Recovery of Evidence Device/computers that will be used for the discovery, analysis, and dissemination of any local and regional intelligence regarding terrorism in efforts to prevent any terrorist acts. Other digital media outlined in the asset listing is necessary to work in conjunction with the Forensic Recovery of Evidence Device/computer systems for data collection. Digital forensics is a newly developed and dynamic field involving intense data gathering that needs fast processing for the discovery of any viable evidence. When collecting Forensic Data the utmost care is required to ensure no data is tampered with in the course of the investigation.

1b. Risk

How will this project mitigate risk?

This equipment can facilitate in the continuous preparation for counter-terrorism measures through intelligence gathering. Collaborative analysis of gathered intelligence through these secure forensic measures can lead to newly discovered techniques for risk reduction. Risk can be maintained at a minimum considering forensically acquired digital media can mostly be carried out in a manner involving little threat to those involved in the investigation. Furthermore, these investigations can also provide intelligence and newer techniques that could help in lowering risks to the general public as well. Any viable processed data gathered through forensic means can be shared with regional analysts through the established organizations, task forces, and units providing further resources for security.

1c. Outcome

What are the anticipated outcomes?

Communication involving criminal and terrorist organizations through digital means has been growing in recent years and is predicted to continue its growth at a similar level. Cutting edge forensic technology has been showing promising results and becoming crucial in investigations involving criminal and terrorist organizations. It has established a field involving digital vigilance, surveillance and intelligence data gathering that is utilized not only in preventative and protective measures but also to carry out successful prosecutions against those elements threatening our security. The acquisition of these assets and training will facilitate these additional measures and techniques as well as furthering the establishment of a regional Law Enforcement network that will be utilized in the expanding digital counter measures against crime and terrorism.

2. Planned Expenditures

Please detail your planned expenditures in the appropriate category section below. If no expenditures are anticipated for a particular category, leave that category blank.

2a. Equipment

Please provide a description of the equipment you plan to purchase.

To establish our Single Digital Forensic Workstation we will require a Forensic Analysis Computer system (desktop), portable forensic computer system (laptop), computer cables, connectors, peripherals, portable forensic ultrablock HD Reader, portable forensic ultrablock card reader, software (Encase).

Who will receive, deploy, operate and maintain the equipment (agency)?

The Boynton Beach Police Department will receive, operate and maintain the purchased equipment. The only future cost would be upgrading the software and additional training as needed. Our agency will pay for these additional cost as they arise.

Detailed description of warranty if applicable:

The equipment comes with a one year warranty.

How will the equipment be used?

Forensic Analysis Computer system (desktop) is used for the analysis of disk images, verification of target system configuration and settings, hardware verification and a variety of task that need to be performed. The portable forensic computer system (laptop) is used in conjunction with the Digital Forensic Hardware for on-site data acquisition and portable application is necessary. The computer cables, connectors, peripherals are utilized to connect the hardware. The portable forensic ultrablock HD Reader is used in acquiring a forensically sound image of virtually any hard drive and the portable forensic ultrablock card reader is switch able from Read-Only to Read-Write operation. In Read-Only mode the unit can be used for forensic acquisition of information and memory cards. In Read-Write mode the unit is able to write to memory cards for testing or validation.

2b. Planning

Who will provide planning activities (e.g. consultant or planner)?

n/a

What plan/system/procedure is being developed/revised (e.g. EOP, COOP/COG, communication, SOP, etc.)?

n/a

What are the major components of the plan/system/procedure being developed (e.g. evacuation, sheltering, etc.)?

n/a

2c. Training 1 of 2

What is the course name?

- Computer Forensic Investigation Training and Digital Evidence Collection Training
- Forensic Training Encase1

What are the learning objectives of each course listed above?

- Assist in building the electronic crime prevention/investigation, digital evidence collection and examination capacity of state and local law enforcement departments.

Who will deliver the training?

- Electronic Crimes Technology Center of Excellence (ECTCoE)
- Encase also known as Guidance Software

How many sessions are planned per course?

- Three day course
- Four day course

2c. Training 2 of 2

Who is the target audience (what discipline and how many per course)?

-Law Enforcement
-Law Enforcement

Where will the training be conducted?

-Palm Springs, Palm Beach County
-Woodland, Texas

Is the course DHS approved? If not, who will work to ensure that all appropriate paperwork is completed to ensure DHS approval?

No, Officer Jaclyn Smith will work to ensure all appropriate paperwork is completed to ensure DHS approval.

2d. Exercise

What plans/capabilities will be exercised?

n/a

Who will be participating in the exercise (agencies/disciplines)?

n/a

What is the expected delivery date of the exercise?

n/a

Who will ensure the exercise is HSEEP compliant?

n/a

3. Project Management

Identify up to ten milestones, with start and end dates that will be achieved within the three year performance period. The performance period should begin in September 2011 and end in September 2014.

Milestone	Start Date	End Date
Put together the application for acceptance.	10/19/11	10/27/11
Once awarded, contact Detective Bureau.	03/01/13	03/01/13
Necessary equipment is ordered.	04/01/13	04/01/13
Equipment is received.	05/01/13	05/31/13
Detective has training on hardware/software.	03/01/13	05/31/13

Submit by email

FY2012 UASI "Strengthen Information Sharing and Collaboration"

City/Agency: City of Boynton Beach Police Department

Date: 10/27/11

Category	Discipline	Line Item #	Detailed Item Description	AEL #	EHP	Qty	Unit Cost	Total Cost	Total		Personnel Costs
Equipment	LE	1	forensic analysis computer system	04HW-01-LNHW	No	1	11100	\$11,100.00	\$11,100.00		\$11,100.00
Equipment	LE	2	portable forensic analysis computer system	04HW-01-LNHW	No	1	4500	\$4,500.00	\$4,500.00		\$4,500.00
Equipment	LE	3	portable forensic ultrablock HD reader	04HW-01-LNHW	No	1	400	\$400.00	\$400.00		\$400.00
Equipment	LE	4	portable forensic ultrablock card reader	04HW-01-LNHW	No	1	80	\$80.00	\$80.00		\$80.00
Equipment	LE	5	Encase software	05HS-00-FRNS	No	1	2850	\$2,850.00	\$2,850.00		\$2,850.00
Training	LE	6	Tuition	21EM-00TRNG	No	1	3245	\$3,245.00	\$3,245.00		\$3,245.00
Equipment	LE	7	computer cables/connectors	04HW-01-LNHW	No	1	500	\$500.00	\$500.00		\$500.00
								\$0.00	\$0.00		
								\$0.00	\$0.00		
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Total For National Priority								\$22,575.00	\$22,575.00		\$0.00



SCHEDULE OF PAYMENTS

Attached to this Schedule of Payments is one document titled Exhibit B which outlines potential reimbursements to the Entity as well as important information concerning the reimbursement process

Exhibit B

Project Title	Project Budget
Night Vision	\$12,317
Forensic Crime Lab	\$11,951

The total amount to be paid to ENTITY is on a reimbursement basis which means ENTITY first has to upfront all costs associated with the project. ENTITY will not be reimbursed until ENTITY first files with COUNTY for reimbursement, COUNTY then files for reimbursement with the City of Miami and COUNTY receives reimbursement payment. ENTITY shall submit request for reimbursement with all supporting documentation to the COUNTY Representative no later than April 30, 2014. ENTITY further understands and acknowledges that in the event the COUNTY does not receive sufficient reimbursement payment funds from the City of Miami the COUNTY shall have no obligation to make payment to ENTITY.