

Agenda Item No. **3CC-1**

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

Meeting Date: October 18, 2016 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, an Agreement for State Financial Assistance between the Florida Department of Law Enforcement and the Palm Beach County Sheriff's Office, in the amount of \$1,000,000, for the period of July 1, 2016 through June 30, 2017; **B) Approve** a budget amendment of \$1,000,000 in the Sheriff's Grant Fund.

Summary: On September 8, 2016, the Palm Beach County Sheriff's Office (PBSO) received an agreement from the Florida Department of Law Enforcement to provide funding for an Unmanned Aircraft System (UAS) Pilot Program. The funds will be used for hardware, software, and professional services. There is no match requirement associated with this award. Countywide (LDC)

Background and Justification: The Florida Legislature approved funding for an Unmanned Aircraft System Pilot Program, to be used in emergency and law enforcement activities to address marine scenarios, maritime search and rescue activities, preserving public safety, life-safety "Mayday" locating and providing situational awareness of persons whose lives or well-being are in imminent danger, assisting with catastrophic natural disasters, human trafficking, drug interdiction and other emergency situations. The Catalog of Federal Domestic Assistance (CFDA) number is 71.015 and the Contract Number is G1602.

Attachments:

- 1. Budget Amendment
- 2. Agreement for State Financial Assistance

RECOMMENDED BY: _____ DATE: 9/23/16
DEPARTMENT DIRECTOR

APPROVED BY: _____ DATE: 10-11-16
COUNTY ADMINISTRATOR

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$458,573				
Operating Costs	\$541,427				
External Revenues	(\$1,000,000)				
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 2301 Object 3129

Reporting Category _____

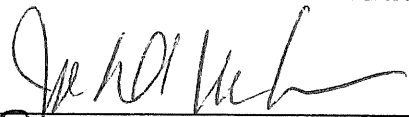
B. Recommended Sources of Funds / Summary of Fiscal Impact:

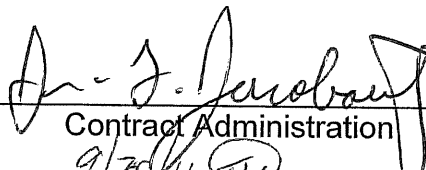
This grant award was received through the Florida Department of Law Enforcement. There is no match requirement associated with this award.

PBSO Unmanned Aircraft System Grant Program	<u>\$1,000,000</u>
Total Program Budget	\$1,000,000

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:


 FP/SC 33 OFMB
 9/27 9/11


 Contract Administration 9/30/16
 9/30/16

B. Legal Sufficiency:


 Assistant County Attorney 10/4/16

C. Other Department Review:

 Department Director

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

16-1158

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

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
Revenues								
Florida Department of Law Enforcement-UAS Program 160-2301-3129	Federal Grant - Other Public Safety	0	0	1,000,000	0	1,000,000		
TOTAL REVENUES		1,540,026	\$6,017,099	\$1,000,000	\$0	7,017,099		
Expenditures								
Florida Department of Law Enforcement-UAS Program 160-2301-9498	Transfer to Sheriff's Fund 1902	0	0	1,000,000	0	1,000,000		
TOTAL EXPENDITURES		1,540,026	\$6,017,099	\$1,000,000	\$0	7,017,099		

Palm Beach County Sheriff's Office

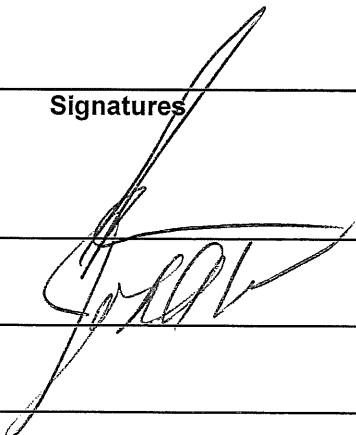

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

 9/23/16
 9/27/16

By Board of County Commissioners
At Meeting of October 18, 2016

Deputy Clerk to the
Board of County Commissioners

Attachment # 1



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

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

Rick Scott, *Governor*
Pam Bondi, *Attorney General*
Jeff Atwater, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

September 8, 2016

Ms. Janet Cid
Grant Manager
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, Florida 33406

Re: Palm Beach Sheriff's Office Unmanned Aircraft System (UAS), Contract No. G1602

Dear Ms. Cid:

The Florida Department of Law Enforcement is pleased to award an agreement for State Financial Assistance to your agency in the amount of \$1,000,000 for funding the UAS pilot program. A copy of the approved contract with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

As you may be aware, information from contracts and performance reports are currently provided to the State of Florida Department of Financial Services via the Florida Accountability Contract Tracking System (FACTS). This grant contract and all subsequent correlating information including general contract performance, amendment/modification information and a copy of the contract document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida for transparency in government spending. If this contract agreement contains confidential or exempt information not subject to disclosure under public records law, Chapter 119, F.S., (such as disclosure of equipment for certain undercover operations that may result in sensitive information on grant documents) please contact the Office of Criminal Justice Grants for information on requesting exemption from public records disclosure.

We look forward to working with you on this project. Please contact Operations Review Specialist Alicia Murphy at (850) 617-1256 or Senior Management Analyst Supervisor Martha McWilliams at (850) 617-1250 if you have any questions or we can be of further assistance.

Sincerely,

Petrina Tuttle Herring
Bureau Chief

PTH/am

Enclosure

Service • Integrity • Respect • Quality

**Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
And
Palm Beach County Sheriff's Office**

This Agreement is entered into by and between the Florida Department of Law Enforcement with headquarters in Tallahassee, Florida (herein referred to as the "Department"), and the Palm Beach County Sheriff's Office (herein referred to as the "Recipient"), a law enforcement agency located in Palm Beach County; and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and does offer to perform such services, and

WHEREAS, the Department has a need for such services and does hereby agree to provide state financial assistance to Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, the Department has authority pursuant to Chapter 2016-66, Laws of Florida, Section 4, Specific Appropriation 1224, Grants and Aids, Special Projects, for a single non-recurring grant provided to the Recipient for the Palm Beach County Sheriff's Office for an Unmanned Aircraft System pilot program, to disburse the funds under this agreement.

OVERVIEW AND FUNDING

I. Term of Agreement

Agreement is effective from 07/01/2016 to 06/30/2017.

II. Program Activities and Scope of Work

The Department will provide state financial assistance to the Recipient, not to exceed \$1,000,000, for an Unmanned Aircraft System (UAS) pilot program. The UAS will be used in emergency and law enforcement activities to address marine scenarios such as locating missing persons, maritime search and rescue activities, preserving public safety, life-safety "Mayday" locating and providing situational awareness of persons whose life or well-being is in imminent danger, assisting with catastrophic natural disasters, human trafficking, drug interdiction and other emergency situations. These operational activities limited to navigable bodies of water within 25 miles of the Recipient's jurisdiction.

Funds will be used for hardware, software and professional services for UAS program startup. Approximately \$626,000 is allocated for marine UAS hardware and software, and \$374,000 for professional services. UAS program services will consist of the following milestone deliverables and include contractual services for overseeing compliance with Federal Aviation Authority (FAA) requirements, providing training and technical support, and monthly software service fees.

Acronyms:

FAA – Federal Aviation Authority
COA – FAA Certificate of Authorization
LOS – Line of Sight
BLOS – Beyond Line of Sight

Milestone Deliverables:

- (1) LOS Day/Night, milestone achieved when LOS Day/Night Training COA is submitted to FAA
- (2) LOS Day/Night, milestone achieved when LOS Day/Night Training COA is approved by FAA
- (3) LOS Day/Night, milestone achieved when LOS Day/Night Jurisdictional COA is submitted to FAA
- (4) Test and Evaluation, with jurisdictional LOS Day/Night implementation, milestone achieved when Implementation Plan is approved by Palm Beach County Sheriff's Office
- (5) Jurisdictional LOS Day/Night, milestone achieved when Day/Night Jurisdictional COA is approved by FAA
- (6) BLOS Day/Night, milestone achieved when BLOS Day/Night Training COA is submitted to FAA
- (7) BLOS Day/Night, milestone achieved when BLOS Day/Night Training COA is approved by FAA
- (8) BLOS Day/Night, milestone achieved when BLOS Day/Night Jurisdictional COA is submitted to FAA
- (9) Jurisdictional BLOS Day/Night, milestone achieved when BLOS Day/Night Jurisdictional COA is submitted to FAA

Due to the use of funds for an UAS pilot program, the Recipient agrees to conform to all state and federal laws, rules, regulations or guidance that include, but are not limited to Section 934.50, Florida Statutes.

III. Deliverables, Performance and Reports

The UAS pilot program, maritime unit will be operational 24 hours a day, 7 days a week, 365 days per year. The Recipient will utilize the program to improve law enforcement capabilities and provide a higher level of public safety within its jurisdiction.

The Recipient agrees to furnish the Department with a copy of the Recipients policy and procedures regarding the establishment and operation of the UAS pilot program, copies of all subcontracts or related agreements, and copies of training certificates.

To document services were provided and received as described herein, the Recipient shall compile and submit quarterly programmatic performance reports, due within 15 days of the end of each reporting period. Receipt of funds is contingent on timely reporting. For the purposes of this agreement, quarters are defined as July – September 2016, October – December 2016, January – March 2017 and April – June 2017.

This report shall detail all project activities, accomplishments and measureable outcomes related to the UAS pilot program. This report should also contain information regarding the processes or resources used during the reporting period.

Legislative proviso language requires that the Department provide a detailed performance report to the House and Senate Appropriations Committee for each project funded through state financial assistance and identified in Appropriation 1224. Additionally, the Department must provide quarterly reports to the Executive Office of the Governor on the status of contract deliverables and the Recipient's return on investment for the state of Florida. Performance reports submitted by the Recipient will be used by the Department for these purposes.

IV. Distribution and Payments

The Department agrees to reimburse the Recipient for costs associated with the procurement of hardware, software and professional services as referenced above. Recipient must include supporting documentation with request for reimbursement that details how the costs support the UAS pilot program.

The Recipient agrees to provide supporting documentation for expenditures to verify that costs were:

- incurred during the agreement period;
- incurred for UAS equipment and training that support the UAS pilot program; and
- consistent with the Recipient's established policies and procedures on the pilot program and use of the UAS.

Supporting documentation shall accompany all requests for payment and will be used to verify funds were expended in accordance with the agreement. Specific documentation may include, but is not limited to, copies of original invoices, receipts and canceled checks or financial institution electronic funds transfers, etc.

The Recipient agrees to invoice the Department for expenditures using the forms provided in Attachment A. The Recipient has the option of submitting invoices, monthly, quarterly or semiannually for payment by the Department. Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for the Department to meet requirements in F.S. 216.971(2)(c). This includes copies of original receipts, invoices, canceled checks or EFT records, etc.

All final requests for reimbursement of expenditures for this agreement will be submitted to the Department no later than 30 days after the termination of the agreement.

STANDARD CONDITIONS

The Recipient agrees to be bound by the following standard conditions:

1. The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.
2. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post audit thereof.
3. The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and Section 119.07(1), Florida Statutes.
4. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this agreement by the Department.
5. Expenditures of state financial assistance shall be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.
6. This agreement subjects the Department to charges only for allowable costs resulting from obligations incurred during the term of the agreement. Only project costs incurred on or after the

effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

7. Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.
8. Any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Department.
9. The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

TERMS OF AGREEMENT

MODIFICATION

Either party may request changes to, or modification of this agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this agreement.

RECORDKEEPING

All original records pertinent to this agreement shall be retained by the Recipient for five years following the date of termination of this agreement or of submission of the final close-out report, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.
3. Records relating to real property acquisition shall be retained for five years after closing of title.

All records, including supporting documentation of all program costs and expenditures, shall be sufficient to determine compliance with the requirements and objectives of the Florida Single Audit Act and all other applicable law and regulations.

The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

LIABILITY

Unless Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

Nothing in this Agreement shall be construed to affect in any way the Palm Beach County Sheriff's Office rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

AUDIT REQUIREMENTS

The Recipient, as classified by the Department of Financial Services for receiving State Financial Assistance, is subject to the Florida Single Audit Act (FSAA), 215.97 F.S. The Department of Financial Services will perform an audit of this agreement and the grant manager's records in order to ensure that adequate internal controls are in place for complying with the terms and conditions of such agreements and for validation and receipt of goods and services.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Law Enforcement staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Law Enforcement. In the event the Department of Law Enforcement determines that a limited scope audit of the recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department of Law Enforcement staff to the recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient (for fiscal years ending September 30, 2004 or thereafter), the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

Copies of financial reporting packages required by of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Law Enforcement at each of the following addresses:

ATTN: Petrina T. Herring
Florida Department of Law Enforcement

Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

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

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

DEFAULT, FINANCIAL CONSEQUENCES, REMEDIES, AND TERMINATION

If the necessary funds are not available to fund this agreement as a result of action by the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Recipient in this agreement or any previous agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.
3. If any reports or documentation for invoices required by this agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;
4. If the Recipient has failed to perform and complete in timely fashion any of the services required under this agreement.

If the Recipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for the industry, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments until the deficiency is cured, tendering only partial payments, imposition of other financial consequences per FDLE Special Conditions (as applicable), and termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on Recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

Upon the happening of an Event of Default, then the Department may, at its option, upon written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth herein;

2. Commence an appropriate legal or equitable action to enforce performance of this agreement;
3. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;
4. Exercise any other rights or remedies which may be otherwise available under law;

The Department may terminate this agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

The Recipient shall return funds to the Department if found in non-compliance with laws, rules, regulations governing the use of the funds or this agreement.

This agreement may be terminated by the written mutual consent of the parties.

Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

NOTICE AND CONTACT

All notices provided under or pursuant to this agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this agreement. The name and address of the Department contract and grant manager for this agreement is:

Petrina T. Herring
Bureau Chief
Florida Department of Law Enforcement
Post Office Box 1489
Tallahassee, Florida 32302-1489

The name and address of the Representative of the Recipient responsible for the administration of this agreement is:

Chief Official	Contract/Grant Manager
Ric L. Bradshaw	Janet Cid
Sheriff	Grants Section Manager
Palm Beach County Sheriff's Office	Palm Beach County Sheriff's Office
3228 Gun Club Road	3228 Gun Club Road
West Palm Beach, Florida 33406	West Palm Beach, Florida 33406

In the event that different representatives or addresses are designated by either party after execution of this agreement, notice of the name, title and address of the new representative will be rendered as provided in the manner stated above.

OTHER PROVISIONS

The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient.

This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement.

No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole.

The agreement may be executed in any number of counterparts, any one of which may be taken as an original.

The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, state and local government services, and in telecommunications.

With respect to any Recipient which is not a local government or state agency, and which receives funds under this agreement from the federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 11(g)2. of this certification; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this agreement.

SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

STATE LOBBYING PROHIBITION

The Recipient agrees to abide by F.S. 216.347. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

LEGAL AUTHORIZATION

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

PAYMENTS

Pursuant to Section 215.422, F.S., the Department shall issue payments within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the agreement. Failure to issue the warrant within 40 days may result in the Department paying interest at a rate as established pursuant to Section 55.03(1), F.S. The interest penalty, if applicable, shall be paid within 15 days after issuing the warrant.


Persons experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

In witness thereof, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

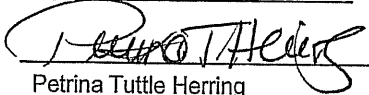
ATTACHMENTS

Attachment A: Invoicing Requirements

RECIPIENT

By: 
Name and Title: Ric L. Bradshaw
Date: 8/26/16 Sheriff
SAMAS #:
Federal ID #: 59-6000789

DEPARTMENT OF LAW ENFORCEMENT

By: 
Name and Title: Petrina Tuttle Herring
Bureau Chief
Date: 9/6/2016