

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: April 4, 2017 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing

Department: CRIMINAL JUSTICE COMMISSION  
Submitted For: CRIMINAL JUSTICE COMMISSION

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) receive and file a contract with the Palm Beach County Law Enforcement Exchange Inc. (LEX), for the period retroactive to October 1, 2016 through September 30, 2017 in an amount not to exceed \$100,000;

B) approve a Budget Transfer of \$25,000 from the Crime Prevention Trust Fund reserves to the Criminal Justice Grant Fund for the LEX Project for the period of April 1, 2017 through September 30, 2017;

C) approve a Budget Transfer of \$25,000 from the General Fund to the Criminal Justice Grant Fund to reallocate ISS lapsed salary dollars to the LEX Project for the period of April 1, 2017 through September 30, 2017;

D) approve a Budget Amendment of \$6,715 in the Criminal Justice Grant Fund to decrease FDLE JAG grant funds and recognize the transfers from the Crime Prevention Trust Fund and the General Fund for the LEX Project, and

E) authorize the County Administrator or designee to submit a grant application for the FDLE JAG Program for \$56,715 beginning April 1, 2017 through September 30, 2017 to reallocate funds from LEX to the Frequent User System Engagement (FUSE) Project on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office.

Summary: Palm Beach County was allocated \$100,000 in federal funds as part of the U.S. Department of Justice, Edward Byrne Memorial JAG Countywide Solicitation Formula Grant Program. On May 23, 2016, the Criminal Justice Commission (CJC) approved a recommendation by the CJC's Finance Committee to allocate these funds to the LEX Program. LEX is a networked intelligence sharing system used by 24 municipal law enforcement agencies and the Palm Beach County Sheriff's Office as a tool to help solve crime. At the August 16, 2016 Board Meeting, the Mayor's signature was ratified on the grant application (R2016-1029). On February 14, 2017, FDLE provided notification that the grant application (#2017-JAGC-2915) had been denied, but agreed to fund the LEX Project for the six-month period October 1, 2016 through March 31, 2017, in the amount of \$43,285. The CJC proposes to fund the LEX Project from April 1, 2017 through September 30, 2017 by allocating \$25,000 from the Crime Prevention Trust Fund and reallocating \$25,000 in ISS lapsed salary dollars. The CJC also proposes to re-purpose the \$56,715 denied for LEX to the CJC's new FUSE Program. FUSE is a national model program that identifies individuals who frequent the jail, homeless and behavioral service systems and works to stabilize them through permanent supportive housing with wrap-around services. The CJC anticipates reviewing the request for the Crime Prevention Trust Fund allocation to the LEX Project and the FUSE allocation through the FDLE JAG Program at the March 27, 2017 meeting. The LEX Contract was executed by Kristina Henson, Executive Director of the CJC on October 1, 2016, in accordance with authority granted at the BCC meeting on August 16, 2016 (R2016-1029). Countywide (DC)

Continued on page 3...

Attachments:

- 1) Contract with the Palm Beach County Law Enforcement Exchange, Inc.
- 2) FDLE JAG LEX Application #2017-JAGC-2915 Denial Letter
- 3) Signature designation authority pursuant to R2016-1029
- 4) Budget Transfer Crime Prevention Trust Fund
- 5) Budget Transfer General Fund
- 6) Budget Amendment Criminal Justice Grant Fund

Recommended by: Kristina Henson 3-7-17  
Department Director Date

Approved by: [Signature] 3-20-17  
Deputy County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact**

Fiscal Years	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Capital Expenditures					
Operating Costs	(\$31,715)				
External Revenues	\$31,715				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	\$0*				

**# ADDITIONAL FTE**

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget? Yes No X

Budget Account Exp No: Fund 1500/0001/1507 Dept. 820/490/762 Unit 7607/1309/7709  
Obj. 1201/9000/8201

Rev No: Fund 1507 Dept. 762 Unit 7709 Rev. 8094/8000

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

Fund: 1500 Crime Prevention Trust Fund  
1507 Criminal Justice Grant Fund

Unit: 7709 JAG State Solicitation 2017 (FDLE)


Grant: Florida Department of Law Enforcement (FDLE), Edward Byrne Memorial Justice Assistance Grant (JAG) Program

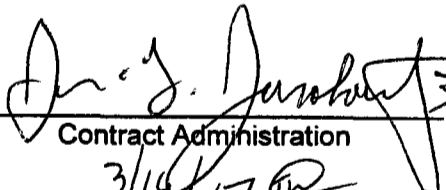
\*If the grant application for the FDLE JAG Program for the reallocation of funds from LEX to FUSE is approved, the budget will be amended to recognize grant funds of \$56,715 and appropriate it to the project.

Departmental Fiscal Review:  \_\_\_\_\_

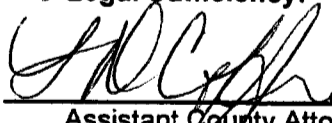
**III. REVIEW COMMENTS**

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

  
OFMB JET 3/9 JB 3/10 AK 3/10/17

 3/16/17  
Contract Administration  
3/16/17

**B. Legal Sufficiency:**

 3/20/17  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

*Continued from page 1...*

**Background and Justification:** The JAG Formula Grant Program is an annual allocation by the federal government to state and local jurisdictions. It provides states and units of local government with critical funding necessary to support a broad range of program areas. JAG awards are based on a statutory formula which takes into account population and violent crime levels. In accordance with County PPM CW-O-051, all delegated grant adjustments and signatures must be submitted by the initiating department as a receive and file agenda item.

LEX connects to numerous law enforcement data sources and makes this information accessible and searchable via a secure online portal. The LEX program promotes countywide and regional collaboration and enhances the solvability of crimes. It is used by law enforcement agencies at the local, regional and state levels.

(Revised 5/16/16)

**CONTRACT BETWEEN PALM BEACH COUNTY AND PALM BEACH COUNTY LAW ENFORCEMENT EXCHANGE, INCORPORATED FOR PROFESSIONAL SERVICES**

This Contract is made as of the 1<sup>st</sup> day of October, 2016, 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 PALM BEACH COUNTY LAW ENFORCEMENT EXCHANGE, INCORPORATED (LEX), a Florida, Not For Profit corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 32-0276271.

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

**ARTICLE 1 - SERVICES**

The CONSULTANT'S responsibility under this Contract is to enhance the information sharing ability of the LEX project, as 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 Kristina Henson, telephone no. (561)355-4943.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be Chairman Frank Kitzerow, telephone no. (561)741-2231.

**ARTICLE 2 - SCHEDULE**

The CONSULTANT shall commence services on October 1, 2016 and complete all services by September 30, 2017. The parties agree that the CONSULTANT will be entitled to payment for services rendered beginning on October 1, 2016, notwithstanding the date the contract is executed by the Board of County Commissioners or its designee.

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

**ARTICLE 3 - PAYMENTS TO CONSULTANT**

- 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 one hundred thousand dollars (\$100,000.00). The CONSULTANT shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT 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 CONSULTANT 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 five thousand seven hundred and sixty seven dollars (\$5,767.00), 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 CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'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 CONSULTANT.

**ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONSULTANT 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 CONSULTANT'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 consultants. 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 CONSULTANT 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 CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'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 CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT shall provide the COUNTY with a copy of the CONSULTANT's contract with any SBE subcontractor or any other related documentation upon request.

The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONSULTANT 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**

- A. CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT

under the contract.

- B. **Commercial General Liability** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.
- E. **Professional Liability** CONSULTANT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

**Additional Insured** CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an



endorsement, or which voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

G. **Certificate(s) of Insurance** Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY via the Insurance Company/Agent, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of this Contract and prior to each subsequent renewal thereof, the CONSULTANT shall provide this evidence to: ITS at pbc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P. O. Box 20270  
Long Beach, CA

H. In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the CONSULTANT with instructions regarding a substitute delivery address.

I. **Umbrella or Excess Liability** If necessary, CONSULTANT may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

**ARTICLE 11 - INDEMNIFICATION**

CONSULTANT 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 Contract or due to the acts or omissions of CONSULTANT.

**ARTICLE 12 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT 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 CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

**ARTICLE 13 - 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 a court of competent jurisdiction located in Palm Beach County, Florida. 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 CONSULTANT.

**ARTICLE 14 - CONFLICT OF INTEREST**

The CONSULTANT 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 CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT 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 CONSULTANT under the terms of this Contract.

**ARTICLE 15 - EXCUSABLE DELAYS**

The CONSULTANT 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 CONSULTANT 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 CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'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 16 - ARREARS**

The CONSULTANT 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 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT 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 CONSULTANT 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 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONSULTANT 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 CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'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 CONSULTANT does not have the power or authority to bind the COUNTY in any promise,

agreement or representation.

**ARTICLE 19 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 20 - ACCESS AND AUDITS**

The CONSULTANT 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 CONSULTANT'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 CONSULTANT, 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 21 - NONDISCRIMINATION**

The CONSULTANT 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, or genetic information.

CONSULTANT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the CONSULTANT does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that CONSULTANT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

**ARTICLE 22 - AUTHORITY TO PRACTICE**

The CONSULTANT 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 23 - 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 24 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants 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 25 - 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 CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT 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 CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT 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 CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County. The parties authorize the Executive Director of the Criminal Justice Commission to adjust line items in the budget of up to 10% of the total contract price, provided there is not an increase in the total contract price one hundred thousand dollars (\$100,000.00).

**ARTICLE 26 - 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:

Kristina Henson, Executive Director  
Criminal Justice Commission  
301 North Olive Avenue  
West Palm Beach, FL 33401

With copy to:

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

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

Frank Kitzerow, Chairman  
LEX Board of Directors  
210 Military Trail  
Jupiter, FL 33458

**ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT 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. The parties authorize the Executive Director of the CJC to adjust line items in the budget of up to 10% of the total contract price, provided there is not an increase in the total contract price (\$100,000).

**ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK**

If CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CONSULTANT 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 CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

**ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT 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 30 - 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 CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants 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, or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, 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.

**ARTICLE 31 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.
- D. Upon completion of the Contract the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or

confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

*Remainder of page intentionally left blank.*

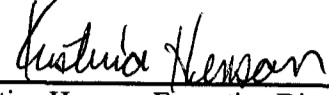


IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, through its authorized representative, has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

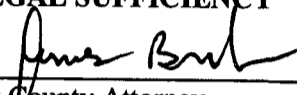
**PALM BEACH COUNTY  
LAW ENFORCEMENT EXCHANGE,  
INCORPORATED**

By:   
Chief Frank Kitzerow  
Chairman, LEX Board of Directors

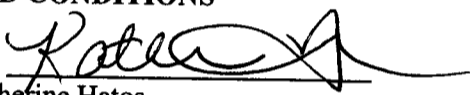
**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS:**

By:   
Kristina Henson, Executive Director  
Criminal Justice Commission

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Katherine Hatos  
Senior Criminal Justice Analyst  
Criminal Justice Commission

## SCOPE OF WORK

Scope of Work - Contract between Palm Beach County and Palm Beach County Law Enforcement Exchange, Incorporated

Effective Date: *October 1, 2016 - September 30, 2017*

### **Background**

The Palm Beach County Law Enforcement Exchange, Incorporated (LEX) is an organization created to establish an efficient and effective technology-enabled law enforcement enterprise system for enhancing the safety, security and quality of life for law enforcement personnel and citizens. The LEX organization is comprised of criminal justice agencies sharing information through a formalized network. There are over 26 law enforcement jurisdictions in Palm Beach County. Due to the vast size, the LEX project was initiated to allow agencies throughout the county to communicate at the street and case level. It is designed to create inter-agency collaboration in an effort to enhance public safety in Palm Beach County. This sharing of information enables different agencies to work together and have immediate access to case information.

The LEX Countywide Program Director position established by the non-profit LEX Board of Directors will continue to provide overall Countywide coordination for the LEX Program. The position will continue to evaluate priorities with the organization and technical staff to stay abreast of security, technology and system user requirements. Additionally, the position will continue to oversee and present the training to three specific user groups, Road Patrol, Investigations and Analysts. Continuous training methods will be implemented including outreach to the Policy Academy offering for the LEX model to be taught to Police Academy recruit officers.

The Program Director position will continue to assess and share the crime trends and patterns throughout Palm Beach County. The position will oversee and assist with the continued de-confliction of cases throughout Palm Beach County and the Palm Beach Regional Fusion Center. This position will reach out to other data sharing entities to demonstrate the LEX model and integrate the LEX system with other data sharing systems at the regional, State and Federal level.

### **Service Provider shall:**

- Continue to oversee and communicate with agencies uploading data into LEX
- Document the increased number of Officers Trained in LEX
- Administer Pre and post testing to ensure there is a clear countywide understanding of the system
- Document the number of new users to LEX
- Document the number of new users to FINDER
- Document the number of system Queries
- Document the number of bulletins and RIM reports entered
- Document and recognize the accomplishments of the LEX Data Sharing system
- Prepare the Advanced LEX /FINDER Training Outline and program
- Provide advanced training to agencies
- Direct and solicit input from users groups on programming changes to the system.

- Identify and solicit additional funding sources for long term sustainability of the program
- Oversee and identify a five-year plan for capital necessities
- Monitor and maintain a LEX Performance Timeline
- Continue to work on getting all County agencies that are able to upload RMS data into the LEX system
- Continue to update the agencies in new technology and upgrades in the LEX system.
- Begin expanding LEX by developing relationships and MOU's with outside agencies and vendors with a direct interest in Palm Beach County

**SCHEDULE OF PAYMENTS**

<b>A. PERSONNEL: Salaries and Benefits</b>	
1. LEX Countywide Program Director	\$94,233
<b>SUB-TOTAL PERSONNEL</b>	<b>\$94,233</b>
<b>B. OPERATIONAL EXPENSES</b>	
1. Travel	\$5,767
<b>SUB-TOTAL OPERATIONAL</b>	<b>\$5,767</b>
<b>TOTALS</b>	
<b>A. PERSONNEL: Salaries and Benefits</b>	<b>\$94,233</b>
<b>B. OPERATIONAL EXPENSES</b>	<b>\$5,767</b>
<b>TOTAL PROJECT BUDGET</b>	<b>\$100,000</b>



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*

February 14, 2017

RECEIVED

FEB 22 2017

Ms. Katherine Henson  
Executive Director  
Palm Beach County Criminal Justice Commission  
301 North Olive Avenue  
West Palm Beach, FL 33401-4700

Florida Department of Law Enforcement  
Office of Criminal Justice Grants

Dear Executive Director Henson:

This letter provides the response to your appeal for reconsideration of the FY16 Justice Assistance Grant (JAG) Countywide subaward application # 2017-JAGC-2915 titled Law Enforcement Exchange. The Florida Department of Law Enforcement (FDLE) reviewed the supplemental information submitted by your agency, as well as recent decisions and motions from the Domestic Security Oversight Council (DSOC) and Statewide Data Sharing Committee meetings.

The DSOC met November 30, 2016 and voted to accept the May 26, 2016 recommendations of the Statewide Data Sharing Committee. These recommendations included reducing the information sharing systems to a model of two systems, LInX and FINDER. This decision provides continuation of national funding for these two systems, and the defunding of other local or regional information sharing systems such as the Tampa Bay Security Network (TBSN). Your region, Region 7, had both voting and guest participants at the committee meeting, including Commander Jose Rivero, Lieutenant Gina Beato-Dominguez and Palm Beach LEX representative Ted Gonzalez. The committee's motion carried with 1 nay vote from Region 4 (Tampa).

Our federal awards require the promotion of information sharing and to enable interoperability across the justice and public safety community. It also requires there be documented planned approaches to information sharing. With the general decline in grant funding over the years, and as good stewards of state and federal funding, our efforts have been towards assuring the greatest impact and outcomes with these programs and resources.

It is because of recent changes to the State's approach to information sharing and the reasons noted above that the request for appeal is not approved. However, due to the application pending through the appellate process, FDLE agrees to reimburse LEX project activities from the JAG-Countywide program through the end of the 2<sup>nd</sup> quarter, or March 31, 2017. After this date all local, regional or state information sharing projects must conform to the approved information sharing strategy to be eligible for funding under the State's pass-through awards.

Please contact me at (850) 617-1264 with any questions or for additional information regarding this matter.

Sincerely,

Petrina T. Herring  
Bureau Chief

/PTH



**CRIMINAL JUSTICE COMMISSION  
INTEROFFICE MEMORANDUM**

**TO:** Verdenia Baker  
County Administrator

**THRU:** Jon Van Arnam  
Deputy County Administrator

**FROM:** Kristina Henson, Executive Director  
Criminal Justice Commission

A handwritten signature in cursive script, appearing to read "Kristina Henson".

**DATE:** August 30, 2016

**RE:** Signature Authority for Contract with the Palm Beach County Law Enforcement Exchange, Inc.

On August 16, 2016 the Board of County Commissioners authorized the County Administrator or her designee to execute a contract between the County and the Palm Beach County Law Enforcement Exchange, Inc. (LEX) on behalf of the Board, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

The purpose of this memorandum is to request that you designate me as your designee for these purposes as stated above.

If you agree, please sign below and return to me. Thank you for your consideration.

SIGNATURE AUTHORITY IS HEREBY GIVEN TO Kristina Henson, Executive Director of the Criminal Justice Commission, to execute this contract on behalf of the Board, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

A handwritten signature in cursive script, appearing to read "Verdenia C. Baker".  
\_\_\_\_\_  
Verdenia Baker, County Administrator

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BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA  
 BUDGET TRANSFER

Page 1 of 1 pages

BGEX - 767- 030617\*1015  
 BGRV - 767-

FUND 1500 - Crime Prevention Trust 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 3/6/2017	REMAINING BALANCE
<b>Expense</b>								
1500-820-7690-9249	Tr To Criminal Justice Reserve Fund 1507	0	0	25,000	0	25,000	0	25,000
1500-767-7607-9902	Operating Reserves	100,000	100,000		25,000	75,000	0	75,000
	<b>Total Appropriation and Expenditures</b>			<u>25,000</u>	<u>25,000</u>			

**MEDICAL EXAMINER**  
 INITIATING DEPARTMENT/DIVISION  
 Administration/Budget Department Approval  
 OFMB Department - Posted

Signatures

Date

*[Handwritten Signature]*

3/6/2017

By Board of County Commissioners  
 At Meeting of 4/4/2017

Deputy Clerk to the  
 Board of County Commissioners

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BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA  
 BUDGET TRANSFER

Page 1 of 1 pages

BGEX - 490- 030617\*1017  
 BGRV - 490-

FUND 0001 - General 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 3/6/2017	REMAINING BALANCE
<b>Expense</b>								
0001-820-9100-9249	Tr To Criminal Justice Reserve Fund 1507	0	0	25,000	0	25,000	0	25,000
0001-490-1309-1201	Salaries & Wages Regular	613,437	613,437		25,000	588,437	188,284	400,153
	<b>Total Appropriation and Expenditures</b>			<b>25,000</b>	<b>25,000</b>			

Criminal Justice Commission  
 INITIATING DEPARTMENT/DIVISION  
 Administration/Budget Department Approval  
 OFMB Department - Posted

Signatures \_\_\_\_\_ Date \_\_\_\_\_  
*Steve Bordelon* 3-6-2017  
 \_\_\_\_\_  
 \_\_\_\_\_

By Board of County Commissioners  
 At Meeting of 4/4/2017  
 \_\_\_\_\_  
 Deputy Clerk to the  
 Board of County Commissioners



17 -

BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA  
 BUDGET AMENDMENT

Page 1 of 1 pages

BGEX-762 030617\*1018  
 BGRV-762 030617\*1018

FUND 1507 Criminal Justice Grant 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 3/6/2017	REMAINING BALANCE
<b>Revenue</b>								
1507-800-7709-8000	Tr Fr General Fund Fd 0001	0	0	25,000	0	25,000		
1507-800-7709-8094	Tr Fr Crime Prevention Fd 1500	0	0	25,000	0	25,000		
1507-762-7709-3129	Fed Grant Oth Public Safety	100,000	100,000		56,715	43,285		
	<b>Total Revenue and Balance</b>	<b>445,756</b>	<b>794,328</b>	<b>50,000</b>	<b>56,715</b>	<b>787,613</b>		
<b>Expense</b>								
1507-762-7709-8201	Contributions-Non-Govts Agencies	100,000	100,000	0	6,715	93,285	0	93,285
	<b>Total Appropriation and Expenditures</b>	<b>445,756</b>	<b>794,328</b>	<b>0</b>	<b>6,715</b>	<b>787,613</b>		

**Criminal Justice Commission**  
 INITIATING DEPARTMENT/DIVISION  
 Administration/Budget Department Approval  
 OFMB Department - Posted

Signatures \_\_\_\_\_ Date 3/6/2017

By Board of County Commissioners  
 At Meeting of 4/4/2017  
 Deputy Clerk to the  
 Board of County Commissioners