

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 7, 2017 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 \$728,378 for the period of July 1, 2017 through June 30, 2018; **B) Approve** a budget amendment of \$728,378 in the Sheriff's Grant Fund.

Summary: On July 5, 2017, 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 State 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 State Financial Assistance (CSFA) number is 71.015 and the Contract Number is G1613.

Attachments:

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

RECOMMENDED BY: _____ DATE: 10/16/2017
DEPARTMENT DIRECTOR

APPROVED BY: _____ DATE: 10/27/17
COUNTY ADMINISTRATOR

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	\$492,616				
Operating Costs	\$235,762				
External Revenues	(\$728,378)				
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 2319 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>\$728,378</u>
Total Program Budget	<u>\$728,378</u>

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Lisa Ponce 10/20/17
 JS 10/20 OFMB AK
 10/20

Ann G. Faust 10/23/17
 Contract Administration
 10/23/17 AW

B. Legal Sufficiency:

Julie C. Coffey 10/23/17
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

17-1087

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

FUND 1152 - Sheriff's Grants Fund

866X 102017 * 0158
86RV 102017 * 0016

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 FY17								
160-2319-3129	Federal Grant - Other Public Safety	0	0	728,378	0	728,378		
TOTAL REVENUES		874,740	\$7,000,666	\$728,378	\$0	7,729,044		
Expenditures								
Florida Department of Law Enforcement-UAS Program FY17								
160-2319-9498	Transfer to Sheriff's Fund 1902	0	0	728,378	0	728,378		
TOTAL EXPENDITURES		874,740	\$7,000,666	\$728,378	\$0	7,729,044		

Palm Beach County Sheriff's Office

Signatures

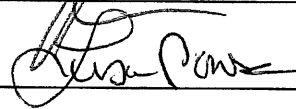
Date

By Board of County Commissioners
At Meeting of November 7, 2017

INITIATING DEPARTMENT/DIVISION

10/16/2017

Administration/Budget Department Approval



10/20/17

Deputy Clerk to the
Board of County Commissioners

OFMB Department - Posted



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*
Jimmy Patronis, *Chief Financial Officer*
Adam Putnam, *Commissioner of Agriculture*

July 05, 2017

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

Dear Sheriff Bradshaw:

The Florida Department of Law Enforcement (FDLE) received an appropriation of \$728,378 in pass-through funding for your agency to continue the Unmanned Aircraft System (UAS) program. This funding is allocated for state fiscal year 2017-18, contract period beginning July 1, 2017 and ending June 30, 2018. The proviso language from FDLE's General Appropriations Act (GAA) copied below provides information on the legislative intent for use of these funds:


From the funds in Specific Appropriation 1234, \$728,378 in nonrecurring general revenue funds is provided to the Palm Beach County Sheriff's Office for an Unmanned Aircraft System (UAS) program (HB 2933). The program will use a UAS in emergency and law enforcement activities with these operational activities limited to navigable bodies of water within 25 miles of the jurisdiction of the Palm Beach County Sheriff's Office.

The enclosed *Program Information and Application Instructions* provide an overview of Florida and FDLE's state financial assistance requirements and outlines information needed for FDLE to draft the contract. Please return the requested information to the address below as soon as possible.

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Attention: Chanda Zirkelbach
Post Office Box 1489
Tallahassee, Florida 32302

FDLE will distribute these funds in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. Monthly programmatic performance reports will be required for payment purposes and for the Department to meet Legislative and Governor's Office reporting requirements for performance and return on investment. Please contact Chanda Zirkelbach at (850) 617- 1256 with any questions or for assistance regarding this grant.

Sincerely,


Petrina T. Herring
Bureau Chief

PTH/cz

Enclosure

cc: Captain Kenneth Voiret, Palm Beach County Sheriff's Office
Ms. Janet Cid, Palm Beach County Sheriff's Office

Service • Integrity • Respect • Quality

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

GRANT AWARD

Recipient: Palm Beach County Sheriff's Office
Grant Period: From: 7/1/2017 To: 6/30/2018
Project Title: Unmanned Aircraft System (UAS) Program
Grant Number: G1613
Awarded Funds: \$728,378
CFSA Catalog Number: 71.015

This Agreement is entered into by and between the Department and Recipient shown above, and

WHEREAS the Department pursuant to Chapter 2017-70, Laws of Florida, Section 4, Specific Appropriation 1234, Grants and Aids to local governments and non-state entities, for a single non-recurring grant provided to the Recipient for the period and purpose shown above to disburse funds under this agreement, 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

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of funds and/or termination of the project, as specified within the terms of the agreement and s. 215.97 F.S.

The proviso language from the General Appropriations Act (GAA) is copied below and provides information on the legislative intent for use of these funds:

From the funds in Specific Appropriation 1234, \$728,378 in nonrecurring general revenue funds is provided to the Palm Beach County Sheriff's Office for an Unmanned Aircraft System (UAS) program. The program will use a UAS in emergency and law enforcement activities (including search and rescue, disaster assessment and assistance, interdiction of drug and human trafficking activities, and situational awareness of a person whose life is in imminent danger) with these operational activities limited to navigable bodies of water within 25 miles of the jurisdiction of the Palm Beach County Sheriff's Office.

Scope of Work

The Department will provide funding for Palm Beach County Sheriff's Office (PBSO) for an Unmanned Aircraft System (UAS) program to assist law enforcement patrol operations and emergency response activities along the county's southeast Florida coastline.

The Recipient will contract for services and procure equipment identified in the budget, necessary for the UAS program. Professional and mechanical services will be used for the following activities:

- Build, integrate, test and deploy a mobile command unit
- Develop UAS equipment and network
- Conduct chase plane operations
- File for state and Federal Aviation Administration (FAA) approvals to utilize UAVs for high altitude operations

Project Deliverables

The project scope identifies the ultimate project deliverables. Supporting documentation will be measurable, verifiable, and quantifiable, to allow for a determination that progress has been made, and provide evidence of progress commensurate with the payment requested.

Total payments for all deliverables will not exceed the maximum amount of \$728,378.

Deliverable 1: Sustain and/or expand the Palm Beach County Sheriff's Office unmanned aircraft system (UAS) program for law enforcement and emergency response operations.

Minimum performance criteria:	Perform at least one of the activities described in scope of work. Documentation for purchases will include bills of sale, invoices and proof of payment.
Documentation:	Documentation for professional services will include an invoice and an activity report or attestation of the services received.
Financial consequences:	Only those expenditures and services successfully received in accordance with the deliverable will be eligible for payment.
Deliverable price:	Total payments for deliverable will be approximately \$728,378.

Performance Reports

Recipient shall report monthly performance reports to the Department on project activities and effectiveness. Performance Reports are due thirty (30) days after the end of the reporting period.

Submitted reports must clearly articulate the performance completed during the reporting period. Recipient will respond to the questions listed below in the monthly performance reports. Information provided by the Recipient will be used by the Department for processing payments, verifying deliverables, and to compile reports on project progress to the Legislature and Executive Office of the Governor.

Performance reports address and/or contain the following:

- A narrative describing the work completed and accomplishments achieved during the reporting period. The narrative should also include a summary report of the activities completed and status of the deliverables in the scope of work.

Payment and Invoice Requirements

The Department will fund the Recipient for allowable expenditures incurred during the eligible performance period, subject to satisfactory performance of all terms by the Recipient. All expenditures for state financial assistance must comply with the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

This is a cost reimbursement agreement with the ability to advance. The Recipient must maintain original supporting documentation for all funds expended and received under this Agreement in sufficient detail for proper pre- and post-audit. Supporting documentation includes, but is not limited to, original receipts, invoices, canceled checks or EFT records, etc. Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and supporting documentation. The State Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Any funds paid on a cash-advanced basis must have supporting documentation submitted the following reporting period to verify expenditures and activities were completed in accordance with the deliverable.

The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S., for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, findings, and/or drafts, as specified. Except for advances, if any, deliverables must be received and accepted prior to payment and are subject to subsequent audit and review to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

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, F.S., or the Florida Constitution.

The final invoice for payment shall be submitted to the Department no more than 30 days after the end date of the grant. Any payment due under the terms of this Agreement may be withheld until performance of services and all reports due from the Recipient and necessary adjustments have been approved by the Department. Before the final payment will be processed, the Recipient shall submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with these provisions shall result in forfeiture of reimbursement.

Appendix A: Administration

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Criminal Justice Grants in writing.

Chief Official

Name Ric L. Bradshaw
Title Sheriff
Address 3228 Gun Club Road
West Palm Beach, FL 33406
Phone (561) 688-3021
Email rbradshaw@pbso.org

Programmatic Contact

Name Kenneth Voiret
Title Captain, Air Operations
Address 3228 Gun Club Road
West Palm Beach, FL 33406
Phone (561) 471-7452
Email voirefk@pbso.org

Contract/Grant Manager

Name Janet Cid
Title Grants Manager
Address 3228 Gun Club Road
West Palm Beach, FL 33406
Phone (561) 688-3257
Email cidj@pbso.org

Chief Financial Officer

Name Sherry Mazorra
Title CFO
Address 3228 Gun Club Road
West Palm Beach, FL 33406
Phone (561) 688-3107
Email mazorras@pbso.org

Official Payee

Name Palm Beach County Sheriff's Office
Title Accounting-Revenue Section
Address 3228 Gun Club Road
West Palm Beach, FL 33406
Phone (561) 688-3115
Email vassalottia@pbso.org
FEID # 59-6000789

Appendix B: Budget

The following describes the proposed budget for the project. All amounts noted in budget are estimates based on preliminary quotes or prior program activities. Deviations from this budget must be approved by FDLE Office of Criminal Justice Grants Bureau Chief in writing prior to payment.

Budget Category	Total
A. Personnel (Salaries and Benefits)	\$0
B. Expenses (Travel)	\$0
C. Equipment (Capital Outlay)	\$492,616
D. Expenses (Supplies)	\$0
E. Construction	\$0
F. Consultants/Contractual Services	\$235,762
G. Other Costs	\$0
TOTAL	\$728,378

Budget Narrative:

C. Equipment (Capital Outlay)

The Recipient will use grant funds to procure equipment for the Unmanned Aircraft System (UAS) and operation of unmanned aerial vehicles (UAV).

Item	Calculation	Cost
Enclosed trailer with accessories	1 trailer approx. \$71,538 each	\$71,538
Ground control package with accessories	1 package approx. \$60,000 each 2 antennas approx. \$20,728.50 each	\$101,457
IT, radio and network equipment with cables and switches	TBD / Various approx. \$131,228	\$131,228
Specialized heavy-duty truck vehicle with law enforcement equipment package	1 vehicle command unit x approx. \$354,000	\$188,393
	TOTAL Equipment	\$492,616

F. Consultants/Contractual Services

The Recipient will use grant funds to subcontract with vendors for professional services as described in the scope of work.

Description of Service Provided	Calculation	Cost
Mechanical services for the mobile command unit	est. 634 hours approx. \$200 per hour	\$126,800
Professional services for FAA applications	est. 1 unit approx. \$4,000 each	\$4,000
Professional services for UAV operations and maintenance	est. 524.81 hours approx. \$200 per hour	\$104,962
	TOTAL Contractual Services	\$235,762

Appendix C: Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and completion of the Certificate of Acceptance by the Recipient. The Recipient will maintain required registrations and certifications for eligibility under this program.

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.

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.

I. PAYMENTS

Overpayments

Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department.

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.

II. PROJECT AND GRANT MANAGEMENT

Personnel Changes

In the event there is a change in Chief Officials or Project Director for the Recipient or any contact information to include mailing address, phone number, email or title change, the Recipient must notify the FDLE grant manager.

Obligation of Grant Funds

Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. 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. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management

The Recipient must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to

separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

Recipient must have written procedures for procurement transactions.

Travel

Cost for travel shall be reimbursed at the Recipient's travel rate, but the total per travel voucher shall not exceed rates established in State of Florida Travel Guidelines, s. 112.061, F.S.

Subcontracts

Recipient agrees that all employees, subcontractors, or agents performing work under the Agreement shall be properly trained individuals who meet or exceed any specified training qualifications.

Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this Agreement, and will not assign the responsibility for this Agreement to another party. 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.

Grant Adjustments

Recipients must submit a grant adjustment to the FDLE grant manager for major substantive changes such as: scope modifications or changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes that affect a cost category that was not included in the original budget.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories.

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

Requests for changes to the grant agreement must be signed by the Recipient or implementing agency's chief official or the chief official's designee.

All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

III. MANDATORY DISCLOSURES

Conflict of Interest

The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law

The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors

The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in s. 287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists

If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors

The Recipient shall disclose to the Department if it or any of its affiliates, as defined by s. 287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any

public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Restrictions and certifications regarding non-disclosure agreements and related matters

Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

The Recipient certifies that if is informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

IV. COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this Agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this Agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Agreement. The following are examples of rules and regulations that govern Recipient's performance under this Agreement.

Civil Rights

The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this Agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or

benefits to clients or employees in connection with its programs and activities.

Lobbying Prohibited

The Recipient shall comply with the provisions of ss. 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. 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.

Public Records

As required by s. 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in s. 119.011(12), F.S. as prescribed by s. 119.07(1) F.S., made or received by the Recipient in conjunction with this Agreement, except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this Agreement.

Timely Payment of Subcontractors

To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

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

Independent Contractor, Subcontracting and Assignments

In performing its obligations under this Agreement, the Recipient shall at all times be acting in the

capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Agreement, unless specifically authorized in writing to do so.

Notice of Legal Actions

The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this Agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property

In accordance with s. 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

V. RECORDS, AUDITS AND DATA SECURITY

Records, Retention

Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement shall be maintained by the Recipient during the term of this Agreement and retained for a period of five (5) years after completion of the Agreement or longer when required by law. In

the event an audit is required under this Agreement, records shall be retained for a minimum period of five (5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Department.

Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this Agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Audits

The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (s. 20.055, F.S.).

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, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; 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 non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of s. 215.97, F.S., 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 s. 215.97, F.S., the cost of the audit must be paid from the non-state 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 s. 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S.. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes:

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:

The Department of Law Enforcement at:

ATTN: Petrina T. Herring
Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

The Auditor General's Office at:

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

Monitoring

The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP).

The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with s. 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions

on the recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Property Management

The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

Recipient's Confidential and Exempt Information

By executing this Agreement, the Recipient acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Agreement not specifically identified in writing by the Recipient prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to s. 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this Agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that

are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

VI. PENALTIES, TERMINATION, DISPUTE RESOLUTION, LIABILITY AND COMMUNICATION

Financial Penalties for Failure to Take Corrective Action

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination

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 s. 119.07(1), F.S.

The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this Agreement, the Department may terminate the Agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Agreement. The Department's failure to demand performance of any provision of this Agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. 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.

In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals

The Department shall make its decision in writing when responding to any disputes, disagreements, or

questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this Agreement.

Liability

Unless the 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 of the State of Florida to be sued by third parties in any matter arising out of any contract.

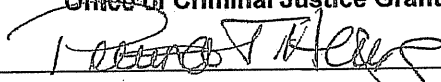
Nothing in this Agreement shall be construed to affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in s. 768.28, F.S.

Section VI: Signatures

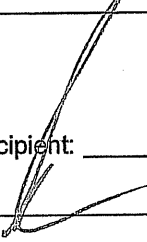
In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duty authorized officers on the date, month and year set out below.

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

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

Signature: 
Typed Name and Title: Petrina T. Herring, Bureau Chief
Date: 10/16/2017

**Palm Beach County
Sheriff**

Typed Name of Recipient: Ric L. Bradshaw
Signature: 
Typed Name and Title: Ric L. Bradshaw, Palm Beach County Sheriff
Date: 10/4/17