

ATTACHMENT 1

SUBRECIPIENT EQUIPMENT/SUPPLIES DISTRIBUTION AGREEMENT

This Subrecipient Equipment/Supplies Distribution Agreement (hereinafter referred to as the "Agreement") is made as of the 3 day of March, 2026, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "COUNTY"), and the Florida Atlantic University Board of Trustees, on behalf of the Police Department, a municipal government agency authorized to operate within Florida Atlantic University (hereinafter referred to as the "SUBRECIPIENT"), which holds tax-immune status.

BACKGROUND:

The equipment to be provided under this Agreement will address safety concerns within Palm Beach County. Many police departments lack the necessary funds to purchase crucial equipment.

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

WITNESSETH:

WHEREAS, the SUBRECIPIENT is an authorized law enforcement entity operating within Palm Beach County and desires to receive Equipment/Supplies to support its operations and promote community safety; and

WHEREAS, the COUNTY and the SUBRECIPIENT mutually recognize the benefits of collaboration in enhancing public safety through the provision of Equipment/Supplies and associated resources.

NOW, THEREFORE, with mutual understanding and commitment to the terms outlined herein, the COUNTY and the SUBRECIPIENT hereby agree as follows:

1. TERM/TERMINATION

A. The term of this Agreement shall commence on the date on which it is approved by the COUNTY and shall continue for a term of five (5) years. Expiration and termination of this Agreement shall not end the SUBRECIPIENT'S obligation to maintain, use, and dispose of the Equipment/Supplies as provided for in this Agreement.

2. COUNTY RESPONSIBILITIES

A. To procure and distribute the following Equipment/Supplies to the SUBRECIPIENT to be procured by the COUNTY and distributed to SUBRECIPIENT: Five (5) Ballistic Shields for Active Threat Response.

B. To provide the SUBRECIPIENT with written notification of the availability of Equipment/Supplies, distribution timelines, and the location of documentation requirements.

C. To maintain records of the Equipment/Supplies, including serial numbers, descriptions, and dates of distribution.

3. SUBRECIPIENT RESPONSIBILITIES

A. The SUBRECIPIENT shall protect, defend, reimburse, indemnify and hold Palm Beach County, its agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during, as a result of, or in connection with this Agreement and SUBRECIPIENT'S use of the Equipment/Supplies. This section shall survive termination or expiration of the agreement.

B. In the event the SUBRECIPIENT is a governmental entity, nothing contained herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes, including, without limitation, waiving the application of Section 768.28(19), Florida Statutes, providing that indemnification obligations between and among COUNTY and SUBRECIPIENT are not permitted.

C. The SUBRECIPIENT shall provide the COUNTY with a signed acknowledgment of receipt for all Equipment/Supplies received, including a detailed inventory of items.

D. The SUBRECIPIENT shall ensure that all Equipment/Supplies received are used solely for official law enforcement purposes and in compliance with applicable federal, state, and local laws and regulations.

E. The SUBRECIPIENT shall maintain the Equipment/Supplies in good working condition and perform necessary routine maintenance.

F. The SUBRECIPIENT shall participate in any required training or certification programs associated with the use of the Equipment/Supplies.

4. OWNERSHIP OF EQUIPMENT/SUPPLIES

A. The SUBRECIPIENT retains ownership of all Equipment/Supplies distributed under this Agreement.

5. INSURANCE REQUIREMENTS

The SUBRECIPIENT shall maintain insurance coverage in accordance with Chapter 284, Florida Statutes, for the Equipment/Supplies, including coverage for loss, theft, or damage, and proof of insurance shall be provided to COUNTY upon request.

6. NOTICES

All notices required under this Agreement shall be sent to the following addresses:

For the COUNTY:

Palm Beach County Criminal Justice Commission
310 North Olive Ave, Suite 1001
West Palm Beach, FL 33401

For the SUBRECIPIENT :

Florida Atlantic University Police Department
777 Glades Road
Boca Raton, Florida 33431
Attention: Chief Sean Brammer

7. MISCELLANEOUS

A. This Agreement shall be governed by and construed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement shall be held in a court of competent jurisdiction located in Palm Beach County, Florida. This section shall survive termination or expiration of the Agreement.

B. Any amendments to this Agreement must be made in writing and signed by both parties.

C. In the event any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

8. ENTIRETY OF AGREEMENT

The COUNTY and SUBRECIPIENT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

9. COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. SUBRECIPIENT shall execute by manual means only, unless the COUNTY provides otherwise.

10. E-VERIFY EMPLOYMENT ELIGIBILITY

SUBRECIPIENT certifies that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) requires in all of its contracts with sub-consultants performing the duties and obligations of this Agreement that they are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

COUNTY shall terminate this Agreement if it has a good faith belief that SUBRECIPIENT has knowingly violated section 448.09(1), Florida Statutes, as may be amended, if applicable to SUBRECIPIENT as a public employer. If COUNTY terminates this Contract pursuant to the above, SUBRECIPIENT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, SUBRECIPIENT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

11. DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

SUBRECIPIENT certifies that it reports gifts from foreign sources pursuant to 1010.25 as provided in F.S. 286.101.

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

ATTEST:
Mike Caruso,
CLERK AND COMPTROLLER

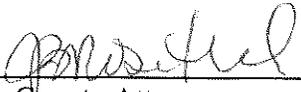
COUNTY:
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Angelique J. Pickett, Executive Director

Digitally signed by Angelique J. Pickett
DN: cn=Angelique J. Pickett, o=Palm Beach County, ou=County Administration, email=angelique.j.pickett@pbc.org
Date: 2025.11.03 13:17:25 -0500
Adobe PDF Library Version: 12.0.0

WITNESS:

Law Enforcement Subrecipient:
Florida Atlantic University Board of Trustees



Signature

Miriam Campo Digitally signed by Miriam Campo
Date: 2025.11.03 12:46:25 -0500

Signature

Patrice Cochran, Associate Director

Name/Title

Miriam Campo, Associate VP for Sponsored Programs

Name/Title