

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

=====
Meeting Date: April 14, 2026 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: PUBLIC SAFETY
Submitted For: CRIMINAL JUSTICE COMMISSION
=====

I. EXECUTIVE BRIEF

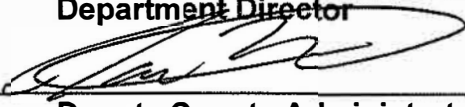
Motion and Title: Staff recommends motion to approve: a Subrecipient Equipment/Supplies Distribution Agreement (Equipment Agreement) between Palm Beach County (County) and Florida Atlantic University Board of Trustees, on behalf of the Police Department, pertaining to law enforcement equipment purchased with funds obtained from the Florida Department of Law Enforcement's (FDLE) Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$2,805 beginning October 1, 2024, through September 30, 2025 (award number 6N153) that was approved as a receive and file agenda item on July 08, 2025 (R2025-0971). On August 26, 2025, FDLE approved an Award Amendment Notice AMD005 for Grant Award 6N153 to extend the end date to March 31, 2026, to allow time to complete the County's procurement process.

Summary: The Mayor's office received notification on May 19, 2025, regarding anticipated funding in the amount of \$348,087 (CFDA# 16.738), for Federal Fiscal Year 2024 (County Fiscal Year 2025). On July 8, 2025, the Criminal Justice Commission (CJC) was notified that Palm Beach County had been allocated \$348,087 in JAG funds as part of the FDLE JAG Countywide program. FDLE funding is typically allocated after the County executes subrecipient contracts. The CJC approved allocating \$240,288 of these funds to the existing Palm Beach County Reentry Program, with the remaining balance of \$107,859 designated for the purchase of law enforcement equipment to address safety concerns and enhance law enforcement efforts. This equipment will support collaboration with the County's law enforcement agencies in efforts to reduce mass violence. The FDLE JAG Award Agreement was executed on behalf of the Board of County Commissioners (BCC) by the County Administrator or a designee, pursuant to the delegation of authority provided on August 19, 2025 (R2025-1120). The Equipment Agreement was approved by the County Administrator's designee, the CJC Executive Director, pursuant to delegated authority in R2025-0971 and R2025-1120; and in accordance with County PPM CW-O-051, this item is now being submitted by the department to be approved. **No County Match funds were required. Countywide (JBR)**

Background and Justification: The FDLE JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. It provides states and units of local government with the critical funding necessary to support a broad range of program areas. JAG awards are based on a statutory formula with factors including population and violent crime.

- Attachments:**
- 1) Subrecipient Equipment/Supplies Distribution Agreement – Florida Atlantic Police Department
 - 2) Award Amendment Notice AMD005

=====
Recommended by: Gilbert Morales, Deputy Director Digitally signed by Gilbert Morales, Deputy Director
Date: 2026.03.19 17:16:47 -0400 For Stephanie Sejnoha 3-19-2026

Department Director _____ Date _____
Approved by:  _____ Date 3/24/26
Deputy County Administrator _____ Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Personal Services					
Operating Costs	\$2,805				
Grants & Aids					
External Revenues	(2,805)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	*				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included In Current Budget? Yes X No
 Is this item using Federal Funds? Yes X No
 Is this item using State Funds? Yes No X

Budget Account Exp No: Fund 1507 Dept. 662_ Unit 7744 Obj. Var.
 Rev No: Fund 1507 Dept. 662_ Unit 7744 Rev. 3129

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

Fund: 1507 Criminal Justice Grant Fund
 Department: 662 Public Safety Grants
 Unit: 7744 JAG FDLE FY24 Cntywd Equip 6N153

*FDLE funds were used to purchase tint meters and breath analyzers which will be transferred to Florida Atlantic Police Department.

Departmental Fiscal Review: [Signature] 2/25/26

III. REVIEW COMMENTS:

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

[Signature] 3/10/26
 OFMB
 MD 3/10
 JF 3/10

[Signature] 3/13/26
 Contract Dev. & Control 26 3.12.26

B. Legal Sufficiency

[Signature] 3/13/26
 Assistant County Attorney

C. Other Department Review

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

ATTACHMENT 1

SUBRECIPIENT EQUIPMENT/SUPPLIES DISTRIBUTION AGREEMENT

This Subrecipient Equipment/Supplies Distribution Agreement (hereinafter referred to as the "Agreement") is made as of the 10 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 COUNTY was awarded grant funding through Florida Department of Law Enforcement (FDLE) Edward Byrne Memorial Justice Assistance Formula Grant (JAG) to procure law enforcement equipment and supplies to enhance public safety within the County (hereinafter referred to as "Equipment/Supplies"); and

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 Equipment/Supplies to the SUBRECIPIENT as provided in the COUNTY'S FDLE JAG Grant Agreement, more specifically, the following Equipment/Supplies will be procured by the COUNTY and distributed to SUBRECIPIENT: Eight (8) Enforcer II Tint Meters, four (4) Breath Analyzers and three (3) packs of 100 Breath Alcohol Testing Mouthpieces.

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, including those contained in the DOJ Grants Financial Guide, found at: <https://www.ojp.gov/funding/financialguidedoj/iii-postaward-requirements#12-21> (hereinafter "DOJ Grants Guide"), including Section "3.7 Property Standards", which section is attached hereto as **Exhibit A** and incorporated herein by reference.

E. The SUBRECIPIENT shall maintain the Equipment/Supplies in good working condition, perform necessary routine maintenance, and notify the Florida Department of Law Enforcement (FDLE) of any Equipment/Supplies damage, loss, or theft as specified in the DOJ Grants Guide.

F. The SUBRECIPIENT shall participate in any required training or certification programs associated with the use of the Equipment/Supplies, as specified in the DOJ Grants Guide.

G. The SUBRECIPIENT shall cooperate with FDLE in any audits or reviews of Equipment/Supplies usage and shall provide access to records and documentation related to the Equipment/Supplies as specified in the DOJ Grants Guide.

4. OWNERSHIP OF EQUIPMENT/SUPPLIES

A. The SUBRECIPIENT retains ownership of all Equipment/Supplies distributed under this Agreement. The SUBRECIPIENT may transfer, sell, or otherwise dispose of the Equipment/Supplies only in compliance with the terms and conditions contained in the DOJ Grants Guide.

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, as specified in the DOJ Grants Guide, and proof of insurance shall be provided to FDLE 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 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 warrants and represents 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.

[Remainder of Page Intentionally Left Blank]

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

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

COUNTY:

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Angelique J. Pickett, Executive Director

Law Enforcement Subrecipient:
Florida Atlantic University Board of Trustees

WITNESS:

Signature

Karen L. Bone
Name (type or print)

Miriam
Campo

Signature

Miriam Campo

Typed Name

Associate Vice President, Sponsored Programs

Title

Digitally signed by Miriam
Campo
Date: 2025.12.22 14:18:20
-05'00'

EXHIBIT A

**DOJ GRANTS FINANCIAL GUIDE
3.7 PROPERTY STANDARDS**

III. Postaward Requirements

3.7 PROPERTY STANDARDS

General Principles for Property Acquisition and Management

Property includes both *real property* and *personal property*. Real property means land, including land improvements, structures, and appurtenances thereto, and legal interests in land, including fee interest, licenses, rights of way, and easements. Personal property includes both tangible personal property, which is classified as either *equipment* or *supplies*, and intangible personal property, which includes things having no physical existence, like trademarks, copyrights, and patents. See definitions in 2 C.F.R. § 200.1. Each of these is addressed in further detail below.

DOJ expects recipients and subrecipients of Federal funds to use good judgment when purchasing, managing, and disposing of property paid for by Federal funds. If a recipient or subrecipient uses award funds to purchase new property when suitable property is already available within the relevant organization, this use will be considered an unnecessary expenditure.

FINANCIAL MANAGEMENT TIP

Organizations may use their own capitalization policy for classification of equipment and supplies, but only where it is less than the Federal policy threshold of \$10,000.

Equipment means tangible personal property (including information technology systems) having 1) a useful life of more than one year and 2) a per-unit acquisition cost of \$10,000 or greater (or the organization's capitalization policy, if it is less than \$10,000). If the organization does not have a capitalization policy in place, the Federal policy amount of \$10,000 must be followed.

Supplies are all other items of tangible personal property that are not equipment. This includes computing devices that cost less than \$10,000 per unit (or the organization's capitalization threshold, if that is less than \$10,000).

Screening and Property Management Systems

Careful screening should take place before purchasing property to ensure that it is needed. Organizations should establish and maintain an effective property management system to avoid incurring property acquisition costs that are later disallowed by the awarding agency (e.g., acquiring unreasonable, duplicative, or unnecessary property). Recommended screening practices include:

- Take stock of the equipment that recipient or subrecipient already has and see if it meets the identified needs.
- Consider establishing a screening committee to make decisions about purchases.
- Utilize effective management techniques as a basis for determining that property/equipment is needed.
- Initiate a screening process to ensure that effective controls are in place for property management.

Equipment Ownership, Use, Management, and Disposition

DOJ recipients must follow the standards and procedures for ownership (title), use, management, and disposition of equipment set out below, with the exception of recipients and subrecipients of Byrne Justice Assistance Grant (JAG) Program formula grant funds from the Bureau of Justice Assistance. JAG award recipients must follow slightly different standards and procedures set out in 34 U.S.C. 10227. (See the "Equipment and Supplies Acquired With Edward Byrne Memorial Justice Assistance Grant Program Funds" below).

III. Postaward Requirements

3.7 PROPERTY STANDARDS

- ▶ Source of the property, including the federal award identification number
- ▶ Identification of the title holder
- ▶ Acquisition date
- ▶ Cost of the property
- ▶ Percentage of Federal agency contribution towards the original purchase
- ▶ Location of the property
- ▶ Use and condition of the property
- ▶ Disposition data, including the date of disposal and sale price

The recipient and subrecipient are responsible for maintaining and updating property records when there is a change in the status of the property.

- **Inventory.** A physical inventory of the property must be conducted and the results must be reconciled with the property records at least once every 2 years.
- **Maintenance procedures.** Regular maintenance procedures must be in place to ensure the property is in proper working condition.
- **Control system.** A control system must be in place to ensure safeguards for preventing property loss, damage, and theft.
 - ▶ Promptly and properly investigate and fully document any loss, damage, or theft, and make the documentation part of the official project records. 2 C.F.R. § 200.313 (d)(3).
 - ▶ The recipient or subrecipient must notify the DOJ agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.
 - ▶ Provide at a minimum, the equivalent insurance coverage for equipment acquired with Federal funds that the recipient or subrecipient owns. Insurance is not required for Federally-owned property unless required by the award. 2 C.F.R. § 200.310.
 - ▶ Recipients and subrecipients are responsible for replacing or repairing property that is willfully or negligently lost, stolen, damaged, or destroyed.
- **Proper sales procedures.** If authorized or required to sell the property, the recipient or subrecipient must have proper sales procedures in place to ensure the highest possible return.

Disposition of Equipment

A *State* recipient must dispose of equipment acquired under the award in accordance with State laws and procedures.

An *Indian Tribe* recipient must dispose of equipment acquired under the award in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. § 200.313(e), and described below.

Other recipients and subrecipients (including subrecipients of States and Indian Tribes) must dispose of the equipment when equipment acquired under the award or subaward is no longer needed for the original project or program, or other activities currently or previously supported by a Federal agency, as follows:

- If the item to be disposed of has a current fair market value of \$10,000 or less (per unit), the item may be retained, sold, or otherwise disposed of with no further obligation to the DOJ agency or pass-through entity.

III. Postaward Requirements

3.7 PROPERTY STANDARDS

Equipment and Supplies Acquired With Edward Byrne Memorial Justice Assistance Grant Program Funds

Special rules, set out in 34 U.S.C. 10227 (a provision of the Omnibus Crime Control and Safe Streets Act of 1968), apply to the ownership, use, and disposition of equipment and supplies purchased with Edward Byrne Memorial Justice Assistance Grant Program (Byrne JAG) funds awarded by the Bureau of Justice Assistance (BJA). These rules supersede any conflicting provision of 2 C.F.R. Part 200. See 2 C.F.R. Part 2800.

- Title to all equipment and supplies purchased with Byrne JAG funds vests in the criminal justice agency or non-profit organization that purchased the property, if it certifies to the State Office that it will use the property for criminal justice purposes.
- If such certification is not made, title to the property shall vest in the State Office, which shall seek to have the property used for criminal justice purposes elsewhere in the State prior to using it or disposing of it in any other manner.
- When equipment is no longer needed for criminal justice purposes, a State should dispose of equipment (for both the State and subrecipients) in accordance with State procedures, with no further obligation to the awarding agency.
- The procedures on *use* and *management* of equipment set out above apply to the extent that they do not conflict with 34 U.S.C. 10227.

Federal Equipment

When federally owned equipment is provided, the following requirements apply:

- Title remains vested in the Federal Government.
- The equipment must be managed in accordance with the grant-making DOJ component's rules and procedures and an annual inventory listing must be submitted.
- When the equipment is no longer needed, disposition instructions must be requested from the grant-making DOJ component.

Replacement of Equipment

When an item of property is no longer efficient or serviceable but continues to be needed in the program or project for which it was acquired, or other programs permitted under 2 C.F.R. § 200.313(c), the property may be replaced through trade-in or sale and subsequent purchase of new property. In this case, the following conditions must be met:

- **Same function and character.** Replacement property must serve the same function as the original property and be of the same nature or character, although not necessarily of the same grade or quality.
- **Timing.** Purchase of replacement property must take place soon enough after the sale of the property to show that the sale and the purchase are related.
- **Trade-ins.** When acquiring replacement property, the recipient or subrecipient may use the property to be replaced as a trade-in. Value credited for the property, if the property is traded in, must be related to its fair market value. The recipient or subrecipient also may use the proceeds from the sale of the property to offset the cost of the new property.
- **Subrecipients of States.** State subrecipients must obtain the written permission of the State to use the provisions of this section prior to entering into negotiation for the replacement or trade-in of property.

III. Postaward Requirements

3.7 PROPERTY STANDARDS

- **Retain title after compensating the Federal awarding agency.** When the recipient or subrecipient retains title to the property, it must pay the Federal agency an amount calculated by multiplying the percentage of the Federal agency's contribution towards the original purchase (and costs of any improvements) by the current fair market value of the property. However, in situations where the recipient or subrecipient is disposing of real property acquired or improved with the Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
- **Sell the property and compensate the Federal awarding agency.** When a recipient or subrecipient sells the property, it must pay the Federal agency an amount calculated by multiplying the percentage of the Federal agency's contribution towards the original purchase (and cost of any improvements) by the proceeds of the sale after deducting any actual and reasonable expenses paid to sell or fix up the property for sale. When the Federal award has not been closed out, the net proceeds from the sale may be offset against the original cost of the property. When directed to sell the property, the recipient or subrecipient must sell the property utilizing procedures that provide for competition to the extent practicable and that result in the highest possible return.
- **Transfer title to the Federal agency or a third party designated/approved by the Federal agency.** When a recipient or subrecipient transfers title to the property to a Federal agency or third party designated or approved by the Federal agency, the recipient or subrecipient is entitled to be paid an amount calculated by multiplying the percentage of the recipient's or subrecipient's contribution towards the original purchase of the real property (and cost of any improvements) by the current fair market value of the property.

Retention of Property Records

Records for equipment, nonexpendable personal property, and real property must be retained for a period of 3 years from the date of disposition, replacement, or transfer at the discretion of the grant-making component.

- If any litigation, claim, or audit is started before the expiration of the 3-year period, records must be retained until all litigation, claims, or audit findings involving the records have been resolved.
- The grant record retention period is typically for 3 years, but the reporting rules affecting real property acquired or improved with federal funds continue throughout the useful life of the property. See [Chapter 3.15 Reporting Requirements](#).

Intangible Property

Intangible property means property having no physical existence, such as trademarks, copyrights, data (including data licenses), websites, IP licenses, trade secrets, patents, patent applications and property, such as loans, notes and other debt instruments, lease agreements, stocks and other instruments of property ownership of either tangible or intangible.). [2 C.F.R. § 200.1](#).

Title. Intangible property acquired under a Federal award vests upon acquisition in the recipient or subrecipient.

Use. The recipient or subrecipient must use that intangible property for the originally-authorized purpose, and must not encumber the property without the approval of the Federal agency or pass-through entity.

ATTACHMENT 2

Amendment - AMD005

Amendment Information

Amendment Name	AMD005
Amendment Type	Amendment
Date Created	8/25/2025 5:47 PM
Created By	Dawn Davenport
Status	Approved
Date Approved	8/26/2025 11:56 AM
	Awarded Amount
Areas to Amend	Award Duration
	Budget

Award Duration

Start Date	10/1/2024
Current End Date	9/30/2025
Current Length Of Award	1 year 0 months 0 days
Current Close Out Date	11/29/2025
Proposed End Date	3/31/2026
Proposed Length Of Award	1 year 6 months 0 days
Proposed Close Out Date	5/30/2026

Justification I am writing to formally request an extension for the FF YR 2024 FDLE JAG Equipment Grant award # 6N153. We are currently in the procurement phase, but have encountered delays in securing a vendor to accept the bid. As of today, we are still awaiting confirmation of a qualified vendor to move forward. Given this challenge, and in order to remain compliant with procurement policies and ensure responsible expenditure of grant funds, we respectfully request an extension to allow adequate time for completion of the process. We appreciate your continued support and understanding, and we will notify you immediately once a vendor has been selected/accepted and the distribution timeline has been finalized.

Internal Notes



Award Duration - Response

Approved End Date 3/31/2026
Approved Length Of Award 1 year 6 months 0 days
Approved Close Out Date 5/30/2026

Reasoning