3CC-3

Agenda Item No.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 20, 2026	**[x]**	**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 (PBSO), a Federally-Funded SubAward and Grant Agreement from the Florida Division of Emergency Management (FDEM) for a Fiscal Year (FY) 2025 Operation Stonegarden (OPSG) Grant in the amount of $396,000 for the period of September 1, 2025 through August 31, 2028; and **(B) approve** a Budget Amendment of $396,000 in the Sheriff's Grants Fund.

Summary: On September 8, 2026, PBSO received a FY 2025 OPSG grant award from FDEM in the amount of $396,000 for the period September 1, 2025 through August 31, 2028. OPSG supports the United States Border Patrol's (U.S.B.P) mission to secure the nation's coastline through an all-threats layered integrated approach in collaboration with local law enforcement agencies and the U.S.B.P. Specifically, grant funding will support overtime for law enforcement deputies and our friendly forces, to patrol our waterways, reinforce our presence within local communities along the coast; and intercept those who have illegally crossed our borders. There is **no match requirement** associated with this award. The Assistance Listing Number (ALN) for this program is 97.067 and the contract number is R1414. Countywide (RS).

Background and Justification: The goal of the OPSG Grant Program is to enhance cooperation and coordination among local, tribal, territorial, State, and Federal law enforcement agencies in a joint mission to secure the United States borders along routes of ingress from international borders to include travel corridors in States bordering Mexico and Canada, as well as States and territories with international water borders.

Attachments:

1. Budget Amendment
2. Federally-Funded SubAward & Grant Agreement

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RECOMMENDED BY: Ric L. Bradshaw Digitally signed by Ric L. Bradshaw Date: 2026.09.23 09:55:21 -04'00'
DEPARTMENT DIRECTOR DATE

APPROVED BY: N/A
COUNTY ADMINISTRATOR DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	**2027**	**2028**	**2029**	**2030**	**2031**
Capital Expenditures	$0				
Operating Costs	$0				
External Revenues	$0				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact**	*				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund 1152 Agency 160 Org 2522 Object 3129

Reporting Category _____

Does this item include the use of federal funds: Yes: X No: _____

Does this item include the use of state funds: Yes: _____ No: X

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

The FY25 OPSG grant is pass-through the Florida Division of Emergency Management from the U.S. Department of Homeland Security Grant Program. **There is no match requirement associated with this award.** **"The FY 2026 budget is being amended to include this grant award. When the fiscal year closes, a grant carryforward will be completed."*

Operation Stonegarden-FY25	$396,000
Total Program Budget	$396,000

III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

OFMB 9/24 9/24

Contract Administration 9/25/24 9.25.24

B. Legal Sufficiency:

9/28/24

Assistant County Attorney

C. Other Department Review:

Department Director

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

26-1028

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 092226*602
BGEX 092226*2059

FUND 1152 - Sheriff's Grants

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 9-9-2026	REMAINING BALANCE
REVENUES									
160-2522-3129	Federal Grant - Other Public Safety	Operation Stonegarden-FY25	0	0	396,000	0	396,000		
	Total Fund Revenues		**11,487,684**	**14,102,220**	**396,000**	**0**	**14,498,220**		
EXPENDITURES									
160-2522-9498	Transfer to Sheriff's Fund 1902	Operation Stonegarden-FY25	0	0	396,000	0	396,000		396,000
	Total Fund Expenditures		**11,487,684**	**14,102,220**	**396,000**	**0**	**14,498,220**		

SIGNATURES Ric L. Bradshaw — Digitally signed by Ric L. Bradshaw Date: 2026.09.17 10:04:39 -04'00'

DATES

Initiating Department/Division

9/24/2026

Administration/Budget Department Approval

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 10/20/2026

Deputy Clerk to the Board of County Commissioners

Updated by OFMB 06/18/2024

Agreement Number: R1414

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. § 200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. § 200.1, "pass-through entity" means "a non-federal entity that provides a subaward to a Subrecipient to carry out part of a federal program."

As defined by 2 C.F.R. § 200.1, "Subrecipient" means "a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award."

As defined by 2 C.F.R. § 200.1, "Federal award" means "federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. § 200.1, "subaward" means "an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. § 200.332:

Subrecipient's name:	Palm Beach County Sheriff's Office
Subrecipient's unique entity identifier:	UZA2MELMDZZ1
Federal Award Identification Number (FAIN):	EMW-2025-SS-05192
Federal Award Date:	09/1/2025 - 08/31/2028
Subaward Period of Performance Start and End Date:	09/1/2025 – 08/31/2028
Budget Period Start and End Date:	09/1/2025 – 08/31/2028
Amount of Federal Funds Obligated by this Agreement:	$396,000.00
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	$1,000,362.00
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	$396,000.00
Federal award project description (see FFATA):	See Article 1, Agreement Articles
Name of Federal awarding agency:	Dept. of Homeland Security
Name of pass-through entity:	FL. Division of Emergency Mgmt.
Contact information for the pass-through entity:	Kevin Guthrie, Executive Director 2489 Shumard Oak Boulevard Tallahassee, Florida 32399
Assistance Listings Number and Title	97.067-Homeland Security Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	38.80%

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as "FDEM"), and PALM BEACH COUNTY SHERIFF'S OFFICE, (hereinafter referred to as the "Subrecipient").

For the purposes of this Agreement, FDEM serves as the pass-through entity for a federal award, and the Subrecipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal Government, and FDEM has the authority to subgrant these funds to the Subrecipient upon the terms and conditions outlined below; and,

C. FDEM has statutory authority to disburse the funds under this Agreement.

THEREFORE, FDEM and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. § 200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. . ." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Subrecipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Subrecipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by FDEM before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to FDEM.

vi. A provision specifying that any funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to FDEM.

c. In addition to the foregoing, the Subrecipient and FDEM shall be governed by all applicable State of Florida and Federal laws, rules and regulations, including those identified in Attachment D. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2)(a)1, Florida Statutes, FDEM's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as FDEM's liaison with the Subrecipient. The Grant Manager for FDEM shall:

i. Monitor and document Subrecipient performance; and,

ii. Review and document all deliverables for which the Subrecipient requests payment.

b. FDEM's Grant Manager for this Agreement is:

Chanda Jenkins
2489 Shumard Oak Boulevard
Tallahassee, Florida 32311
Telephone: (850) 528-4847
Email: Chanda.Jenkins@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Janet L. Cid
Grants Section Manager
3228 Gun Clun Road, West Palm Beach, Florida 33406
Telephone: (561) 688-3257
Fax: _____
Email: cidj@pbso.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative shall be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be signed by the Subrecipient and returned to FDEM for execution no later than forty-five (45) days following initial notification of receipt. Failure to return the signed agreement by the deadline may result in termination of the grant award. Except for eligible and allowable obligations and procurements incurred in accordance

with federal grant rules during the approved, backdated Period of Performance (beginning September 1, 2025), subrecipients must have an executed agreement by both parties prior to carrying out work, procurement and expending of funds for this agreement and shall comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

Subrecipients may initiate a one-time extension of the period of performance by up to six (6) months unless one or more of the conditions outlined in (i) through (iii) of this section apply. For one-time extensions, the subrecipient shall notify FDEM in writing with the supporting reasons and revised period of performance at least one hundred eighty (180) calendar days before the end of the period of performance. This one-time extension shall not be exercised merely for the purpose of spending down the award balance. Extensions require explicit prior FDEM approval when:

(i) The terms and conditions of the federal award prohibit the extension.

(ii) The extension requires additional federal funds.

(iii) The extension involves any change in the approved objectives or scope of the project.

(7) SCOPE OF WORK.

The Subrecipient shall perform the work in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin **on September 1, 2025 and shall end August 31, 2028** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. § 200.1, the term "period of agreement" refers to the time during which the Subrecipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. § 200.1, the Subrecipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. FDEM shall reimburse the Subrecipient only for allowable costs incurred by the Subrecipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$396,000.00**.

d. As required by 2 C.F.R. § 200.415(a), any request for payment under this Agreement shall include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. FDEM shall review any request for reimbursement by comparing the documentation provided by the Subrecipient against a performance measure, outlined in Attachment B, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. § 200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. § 200.329, that FDEM and the Subrecipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the federal awarding agency, then FDEM shall reimburse the Subrecipient for overtime expenses in accordance with 2 C.F.R. § 200.430 ("Compensation—personal services") and 2 C.F.R. § 200.431 ("Compensation—fringe benefits"). If the Subrecipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. § 207(e)(2)), then FDEM shall treat the expense as a fringe benefit. 2 C.F.R. § 200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Subrecipient-employee agreement, or an established policy of the Subrecipient. 2 C.F.R. § 200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-federal entity or specified grouping of employees.

h. If authorized by the federal awarding agency, then FDEM shall reimburse the Subrecipient for travel expenses in accordance with 2 C.F.R. § 200.475. Reimbursement for travel shall be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Subrecipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Subrecipient shall provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Subrecipient in its regular operations as a result of the Subrecipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. FDEM's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report shall identify any funds paid in excess of the expenditures incurred by the Subrecipient.

j. As defined by 2 C.F.R. § 200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account and may not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included with this Agreement as indicated in Attachment E, Justification of Advance Payment. Attachment E shall specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(10)<u>RECORDS</u>

a. As required by 2 C.F.R. § 200.337, the federal awarding agency, Inspectors General, the Comptroller General of the United States, and FDEM, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, FDEM, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. § 200.334, the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement: Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award shall be retained for a period of three (3) years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a Subrecipient. federal awarding agencies and pass-through entities shall not impose any other record retention requirements upon non-federal entities.

i. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the non-federal entity is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with federal funds shall be retained for three (3) years after final disposition.

iv. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the three (3) year retention requirement is not applicable to the non-federal entity.

v. Records for program income transactions after the period of performance. In some cases, recipients shall report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular

group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

1. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3) year retention period for its supporting records starts from the date of such submission.
2. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the federal Government (or to the pass-through entity) for negotiation purposes, then the three (3) year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

d. In accordance with 2 C.F.R. § 200.335, the federal awarding agency shall request transfer of certain records to its custody from FDEM or the Subrecipient when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the federal awarding agency may make arrangements for the non-federal entity to retain any records that are continuously needed for joint use.

e. In accordance with 2 C.F.R. § 200.336, FDEM shall always provide or accept paper versions of Agreement information to and from the Subrecipient upon request. If paper copies are submitted, then FDEM shall not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions shall be open to the public; (2) reasonable notice of such meetings shall be given; and (3) minutes of the meetings shall be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), also applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, Section 286.011, Florida

Statutes, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then Section 286.011, Florida Statutes, (Government in the Sunshine Law) applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Subrecipient based upon the funds provided under this Agreement, the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Chapter 119, Florida Statutes (Florida's Public Records Law), provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of chapter 119, Florida Statutes.

i. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671, Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Subrecipient's performance under this Agreement, FDEM shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to FDEM of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after FDEM has notified the Subrecipient of such non-compliance.

e. The Subrecipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit shall be received by FDEM no later than nine (9) months from the end of the Subrecipient's fiscal year.

f. The Subrecipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subrecipient, to FDEM at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

https://facides.census.gov

h. The Subrecipient shall send any management letter issued by the auditor to FDEM at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. § 200.329, the Subrecipient shall provide FDEM with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in Attachment B-Scope of Work

and the expenditure of funds under this Agreement, in addition to any other information requested by FDEM.

b. Quarterly reports are due to FDEM no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or thirty (30) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to FDEM or are not completed in a manner acceptable to FDEM, then FDEM may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to FDEM" means that the work product was completed in accordance with Attachments A and B of this Agreement.

e. The Subrecipient shall provide additional program updates or information that may be required by FDEM.

f. The Subrecipient shall provide additional reports and information identified in Attachment B.

(13) MONITORING.

a. Consistent with 2 C.F.R. § 200.329 the Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, On-site visits by FDEM staff, limited scope audits, and/or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by FDEM. In the event that FDEM determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by FDEM to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, FDEM shall monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Subrecipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold FDEM

harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of FDEM but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against FDEM, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

c. As defined in section 200.310 Insurance Coverage: The non-federal entity shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the federal award.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of FDEM to make further payment of funds shall terminate and FDEM has the option to exercise any of its remedies set forth in Paragraph (16); however, FDEM may make payments or partial payments after any events of default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with FDEM is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with FDEM and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Subrecipient at any time during the term of this Agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by FDEM;

c. Any reports required by this Agreement have not been submitted to FDEM or have been submitted with incorrect, incomplete, or insufficient information; or,

d. The Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then FDEM shall, after thirty (30) calendar days written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Subrecipient refund to FDEM any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Subrecipient to reimburse FDEM for the amount of costs incurred for any items determined to be ineligible;

f. FDEM may Administratively close an Agreement. FDEM may use the administrative close-out process when a Subrecipient is not responsive to reasonable efforts to collect required reports needed to complete the standard close-out process. FDEM shall make three (3) written attempts to collect required reports before initiating administrative close-out. In addition, if an agreement is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards. If FDEM needs to administratively close an agreement, this may negatively impact a Subrecipient's ability to obtain future funding; and

g. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies shall not stop FDEM from pursuing any other remedies in this Agreement or provided at law or in equity. If FDEM waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it shall not affect, extend or waive any other right or remedy of FDEM, or affect the later exercise of the same right or remedy by FDEM for any other default by the Subrecipient.

(17) TERMINATION

a. FDEM may terminate this Agreement for cause after thirty days (30) written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. FDEM may terminate this Agreement for cause after rejecting an appeal submitted due to noncompliance, nonactivity, and/or a lack of expenditures for four (4) consecutive quarterly reporting periods.

c. FDEM may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.

d. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

e. In the event that this Agreement is terminated, the Subrecipient shall not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient shall cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice shall be disallowed. The Subrecipient shall not be relieved of liability to FDEM because of any breach of Agreement by the Subrecipient. FDEM may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due FDEM from the Subrecipient is determined.

(18) PROCUREMENT

a. The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. § 200.318(i), the Subrecipient shall "maintain records sufficient to detail the history of procurement. These records shall include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. § 200.318(b), the Subrecipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Subrecipient shall document, in its quarterly report to FDEM, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Subrecipient

chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to FDEM a copy of any solicitation (whether competitive or non-competitive) at least ten (10) days prior to the publication or communication of the solicitation. FDEM shall review the solicitation and provide comments, if any, to the Subrecipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, FDEM shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), FDEM shall not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of FDEM in order to publish a competitive solicitation, this review may allow FDEM to identify deficiencies in the vendor requirements or in the commodity or service specifications. FDEM's review and comments shall not constitute an approval of the solicitation. Regardless of FDEM's review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies to the Subrecipient as quickly as possible within the seven (7) business day window outlined above. If the Subrecipient publishes a competitive solicitation after receiving comments from FDEM that the solicitation is deficient, then FDEM may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Subrecipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Subrecipient chooses to subcontract any of the work required under this Agreement, then the Subrecipient shall forward to FDEM a copy of any contemplated contract prior to contract execution. FDEM shall review the unexecuted contract and provide comments, if any, to the Subrecipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, FDEM shall review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), FDEM shall not substitute its judgment for that of the Subrecipient. While the Subrecipient does not need the approval of FDEM in order to execute a subcontract, this review may allow FDEM to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. FDEM's review and comments shall not constitute an approval of the subcontract. Regardless of FDEM's review, the Subrecipient remains bound by all applicable laws, regulations, and agreement terms. If during its review FDEM identifies any deficiencies, then FDEM shall communicate those deficiencies to the Subrecipient as quickly as possible within the seven (7) business day window outlined above. If the Subrecipient executes a subcontract after receiving a communication from FDEM that the subcontract is non-compliant, then FDEM may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Subrecipient for any costs associated with that subcontract.

f. The Subrecipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold FDEM and Subrecipient 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. effected

g. As required by 2 C.F.R. § 200.318(c)(1), the Subrecipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. § 200.319(b) contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. The Subrecipient or pass-thru entity shall disclose to FDEM, in writing, any real or potential conflict of interest that may arise during the administration of the Federal award, as defined by federal statutes or regulations, or their own existing policies, within five (5) days of learning of the conflict of interest. "Conflict of interest" is considered as any situation where an employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, business relationship, or professional relationship, with a recipient or Subrecipient.

i. As required by 2 C.F.R. § 200.319(a), the Subrecipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Subrecipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

j. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Subrecipient, as required by 2 C.F.R. § 200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

k. The Subrecipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. § 200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

l. The Subrecipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. § 200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

m. The Subrecipient shall comply with the requirements of 2 C.F.R. § 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms"). However, in accordance with Executive Order 14173, no contract shall be awarded based on a demographic preference or quota. Selection must remain merit-based, and the Subrecipient certifies that its procurement process does not violate federal anti-discrimination laws.

n. The Federal Emergency Management Agency (FEMA) has developed helpful resources for Subrecipients using federal grant funds for procurements. These resources are generally available at https://www.fema.gov/grants/procurement. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Subrecipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200.

(19)ATTACHMENTS AND EXHIBITS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 – Federal Programs and Resources Awarded

ii. Exhibit 2 – Certification Regarding Telecommunications and Video Restrictions

iii. Exhibit 3 – Certification Regarding Lobbying

iv. Exhibit 4 – State and Federal Procurement Acknowledgement

v. Attachment A – Program Budget

vi. Attachment B – Scope of Work

vii. Attachment C – Deliverables and Performance

viii. Attachment D – Program Statutes and Regulations

ix. Attachment E – Warranties and Representations

x. Attachment F – Statement of Assurances

xi. Attachment G – Mandatory Contract Provisions

xii. Attachment H – Financial and Program Monitoring Guidelines

xiii. Attachment I – EHP Guidelines

xiv. Attachment J – Foreign Country of Concern Attestation – PUR 1355

(20)PAYMENTS

a. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of FDEM to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from FDEM.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to FDEM grant manager as part of the Subrecipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. Any advance payment under this Agreement is subject to 2 C.F.R. § 200.305 and, as applicable, section 216.181(16), Florida Statutes. All requests for advance payments shall be reviewed and considered on a case-by-case basis. All advances are required to be held in an interest-bearing account and shall not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included in this Agreement. All advance requests shall be submitted at the time of execution of the original agreement, unless an Environmental Historical Preservation (EHP) review is required. If an EHP is required advance payments shall not be processed until approval from FEMA has been received. Advance requests can only be made by completing the Justification of Advance Payment form and shall specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(21) REPAYMENTS

a. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to FDEM for collection, Subrecipient shall pay FDEM a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a FDEM request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of FDEM and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of FDEM from all its obligations to the Subrecipient.

b. The laws of the State of Florida shall govern this Agreement. FDEM and the Subrecipient submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Subrecipient hereby waives any and all privileges and rights relating to venue it may have under chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Subrecipient hereby submits to venue in the county chosen by FDEM, to wit: Leon County, Florida.

c. Any power of approval or disapproval granted to FDEM under the terms of this Agreement shall survive the term of this Agreement.

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

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list shall not submit a bid on a contract to provide any goods or services to a public entity, shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Subrecipient which is not a local government or state agency, and which receives funds under this Agreement from the Federal Government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Subrecipient is unable to certify to any of the statements in this certification, then the Subrecipient shall attach an explanation to this Agreement.

h. **In addition, the Subrecipient shall send to FDEM (through Division of Emergency Management Enterprise Solution (DEMES) platform or by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" form for each intended subcontractor which Subrecipient plans to fund under this Agreement. The form shall be received by FDEM before the Subrecipient enters into a contract with any subcontractor.**

i. FDEM reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.

j. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to FDEM or be applied against FDEM's obligation to pay the contract amount.

k. The State of Florida shall not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. FDEM shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by FDEM.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision

granting to the state a security interest in the property at least to the amount of 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.

m. Unless preempted by federal law, FDEM may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

n. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. § 200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from FDEM under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No federal appropriated funds have been paid or shall be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Subrecipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

v. If this subgrant agreement amount is $100,000 or more, the Subrecipient, and subcontractors, as applicable, shall sign Attachment M – Certification Regarding Lobbying.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUBRECIPIENT TO THE STATE OF FLORIDA.

a. If the Subrecipient has a pre-existing patent or copyright, the Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Subrecipient shall refer the discovery or invention to FDEM for a determination whether the State of Florida shall seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Subrecipient shall notify FDEM. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose shall indicate that no such property exists. FDEM shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Subrecipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Subrecipient shall become the sole property of the Subrecipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal,

undivided interest in and to such joint inventions. FDEM shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Subrecipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Subrecipient hereby agrees that, unless exempt under federal law, it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract shall include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and shall report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by FDEM. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If the Subrecipient enters into a contract with a subcontractor for an award of $100,000 or more, the subcontractor shall sign Exhibit 3 – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. § 200.321, the Subrecipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient shall take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Subrecipient shall comply with any Statement of Assurances incorporated as Attachment F.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: PALM BEACH COUNTY SHERIFF'S OFFICE

By: _____

Name and Title: Ric L. Bradshaw, Sheriff

Date: 6/4/26

FID# 59-6000789

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and/or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Chanda D. Jenkins, Deputy Bureau Chief

for: Name and Title: Kevin Guthrie, Executive Director

Date: August 26, 2026

EXHIBIT – 1

Federal Programs and Resources Awarded

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUBRECIPIENT UNDER THIS AGREEMENT:

Federal Program: **HOMELAND SECURITY GRANT PROGRAM**

Federal Agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: $396,000.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program: Homeland Security Grant Program (HSGP) – Operation Stonegarden (OPSG)

Assistance Listing (CFDA): 97.067

List applicable compliance requirements as follows:

1. Subrecipient is to use funding to perform eligible activities as identified FY 2025 Department of Homeland Security Notice of Funding Opportunity.
2. Subrecipient is subject to all administrative and financial requirements as set forth in this Agreement or shall not be in compliance with the terms of the Agreement.
3. Subrecipient shall comply with specific laws, rules, or regulations that pertain to how the awarded resources shall be used or how eligibility determinations are to be made.

NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Subrecipient.

Subrecipient: PALM BEACH COUNTY SHERIFF'S OFFICE

By: _____ Date: 6/4/26

Ric L. Bradshaw, Sheriff

Printed Name and Title

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EXHIBIT – 2

Certification Regarding Telecommunications and Video Restrictions

Effective August 13, 2020, DHS/FEMA Subrecipients, as well as their contractors and subcontractors, shall not use grant funds under the Nonprofit Security Grant Program covered by this Agreement and provided in FY 2025 or previous years to:

1. Procure or obtain, extend, or renew a contract to procure or obtain, or enter into a contract to procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology of any system; or
2. Enter into, extend, or renew contracts with entities that use or provide, as part of its performance of this agreement or any other contractual instrument, any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and 2 C.F.R. § 200.216, 200.327, 200.471, AND Appendix II to 2 C.F.R. Part 200. Subrecipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the FY 2024 Preparedness Grants Manual, applicable appendix to the Manual, and applicable NOFO. DHS/FEMA shall publish additional guidance in a subsequent Information Bulletin or similar notice. Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

In the event the Subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance or at any time or by any other source, the Subrecipient shall report the information to FDEM:

1. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within ten (10) business days of submitting the aforementioned information: Any further available information about mitigation actions undertaken or recommended. In addition, the Subrecipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that shall be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Subrecipient: PALM BEACH COUNTY SHERIFF'S OFFICE

By: _____ Date: 6/4/26

Ric L. Bradshaw, Sheriff
Printed Name and Title

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

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EXHIBIT – 3

CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement shall exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement shall be equal to or less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient or subcontractor, Palm Beach County Sheriff's Office, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Subrecipient/subcontractor's Authorized Official

Ric L. Bradshaw, Sheriff
Name and Title of Subrecipient/subcontractor's Authorized Official

6/4/26
Date

EXHIBIT– 4

State and Federal Procurement Acknowledgement

The purpose of the procurement process is to ensure that all goods and services are obtained at a fair and reasonable price. All procurement transactions must be conducted in a manner that provides **full and open competition** and must comply with the standards and requirements set forth in:

- **2 C.F.R. Part 200**
- **Chapter 287, Florida Statutes**
- **Subrecipient's Local Procurement Policy**

Except for eligible and allowable obligations and procurements incurred in accordance with federal grant rules during the approved, backdated Period of Performance (beginning September 1, 2025), subrecipients **must have an executed agreement by both parties** prior to initiating any procurement activities under this agreement. In addition, all procurement methods must be properly conducted and documented **before** any funds—whether issued as an advance or reimbursement—can be disbursed. Failure to comply with these requirements may result in administrative remedies, including but not limited to **delays in reimbursement or forfeiture of their agreement**.

By signing this form, I acknowledge that I have read and understand the contents of the grant agreement and the procurement requirements referenced above. I further acknowledge that I am responsible for ensuring compliance with all applicable policies and regulations under the **Operation Stonegarden Grant Program (OPSG)**.

Sub-Recipient: **PALM BEACH COUNTY SHERIFF'S OFFICE**

By: _____ Date: 6/17/26

Ric L. Bradshaw, Sheriff

Printed Name and Title

If signing electronically: By *providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

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ATTACHMENT A

Program Budget

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-Recipient is to utilize the "Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category shall require the Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at http://www.fema.gov/authorized-equipment-list.

Per § 200.308 (i)(2) Revision of budget and program plans. The Division may restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the project exceeds ten (10) percent of the total budget awarded as last approved by the Division. The Division cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation. The ***transfer of funds between the categories*** listed in the "Program Budget and Scope of Work" ***is permitted***. However, the ***transfer of funds between Issues is strictly prohibited***.

FY 2025 Homeland Security Grant Program – Operation Stonegarden Security Grant (OPSG)			
Grant	**Sub-Recipient Agency**	**Category/Issue**	**Amount Allocated**
FY 2025 - Homeland Security Grant Program – Operation Stonegarden	**PALM BEACH COUNTY SHERIFF'S OFFICE**	Award Allocation – **Issue #44** Planning, Organizational, Equipment, & Management and Administration	$396,000.00
		State Management & Administration withheld 1%	$4,000.00
Total Award		**$400,000.00**	
State M & A costs		**$4,000.00**	

BUDGET DETAIL WORKSHEET

The Sub-Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the Grant Manager listed in this agreement via email or letter.

Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**	**Issue #**
Travel/per diem related to planning activities				
Overtime and backfill costs (in accordance with operational Cost Guidance)				
TOTAL PLANNING EXPENDITURES			**$**	
Allowable Organizational Activities (HSGP and LETP)	**Quantity**	**Unit Cost**	**Total Cost**	**Issue #**
Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)				
Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation) **FICA @ 7.65%** **Special Risk Retirement @ various rates**	4721.53 1 1	$65 $23,477.85 $65,622.15	$306,900.00 $23,477.85 $65,622.15	44 44 44
Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)				
TOTAL ORGANIZATIONAL EXPENDITURES			**$396,000.00**	
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**	**Issue #**
Training Workshops and Conferences				
Full or Part-Time Staff or Contractors/Consultants				
Travel				
Immigration enforcement training				
TOTAL TRAINING EXPENDITURES			**$**	
Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) at http://www.fema.gov/authorized-equipment-list.	**Quantity**	**Unit Cost**	**Total Cost**	**Issue #**
Personal protective equipment				
Information technology				
Interoperable communications equipment				

Detection Equipment				
Medical Countermeasures				

Power equipment (generators, batteries, power cells)				
Terrorism Incident Prevention Equipment				
Physical Security Enhancement Equipment				
Inspection and Screening Systems				
Intervention Equipment (e.g., tactical entry, crime scene processing)				
General use vehicle acquisition, lease, and rental				
Specialized vehicle acquisition, ease, and rental				
Fuel, Maintenance and/or Materials				
Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)				
TOTAL EQUIPMENT EXPENDITURES			**$**	

Eligible Management and Administration Costs	**Quantity**	**Unit Cost**	**Total Cost**	**Issue #**
Hiring of full-time or part-time staff or contractors/consultants: to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements				
Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above 40 hours of weekly work time in the performance of FEMA – approved activities within the scope of this grant. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees.				
Travel expenses				
Meeting-related expenses				
Authorized office equipment: including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				
Completing the Civil Rights Evaluation Tool				

Conducting activities related to evaluating project effectiveness for HSGP-funded projects				
TOTAL M&A EXPENDITURES			**$**	
TOTAL AWARD EXPENDITURES			**$396,000.00**	

[Remainder of page intentionally left blank]

ATTACHMENT B

SCOPE OF WORK

Subrecipients must have an executed agreement by both parties prior to carrying out work and expending of funds for this agreement and shall comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All Subrecipients must comply with any such requirements set forth in the NOFO. If the condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2025 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. **Issue and Project Description- Issue 44:** The intent of the Operation Stonegarden (OPSG) Program is to enhance cooperation and coordination among U.S. Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal and SLTT law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure U.S. borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their own law enforcement authorities to support the border security mission and do not receive any additional authority by participating in OPSG.

II. **Categories and Eligible Activities**
FY 2025 Operation Stonegarden (OPSG) allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration**. Each category's allowable costs have been listed in the "Budget Detail Worksheet". Allowable activities are limited to eligible law-enforcement operations, overtime and approved management and administration costs as specifically authorized in the applicable FEMA Notice of Funding Opportunity. Any other cost category is unallowable unless expressly approved in writing by FEMA and FDEM.

A. Allowable Planning Related Costs

HSGP funds may be used for a range of emergency preparedness and management planning activities such as those associated with the development, review, and revision of the THIRA, SPR, continuity of operations plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in *CPG 101 v 2.0.* Planning efforts may include:

- Travel/per diem related to planning activities;
- Overtime and backfill costs (in accordance with operational Cost Guidance);

Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the Infrastructure Resilience Planning Framework and related Cybersecurity and Infrastructure Security Agency (CISA) resources.

Additionally, SHSP and UASI funds may be used for planning efforts related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

B. Allowable Organization Related Costs

- Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50% of the allocation)

- Overtime for information, investigative, and intelligence sharing activities (up to 50% of the allocation)

- Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50% of the allocation).

Personnel Costs: OPSG funds may be used for domestic travel and per diem, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities (travel costs must be in accordance with applicable travel regulations).

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. Up to 50 percent of an OPSG award may be used to pay for all personnel costs (only to the extent that such expenses are for the allowable activities within the scope of the grant). At the request of a recipient or Sub-Recipient, the FEMA Administrator (or designee) may waive the 50 percent personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1)(i). A formal OPSG personnel waiver request should:

- Be on official letterhead, include a written justification, and be signed by the local jurisdiction.
- Include a budget and method of calculation of personnel costs both in the percentage of the grant award and in total dollar amount, reflecting the change in scope or objective to the project.
- Include an approved Operations Order from the USBP Sector office that supports the local jurisdiction's written justification.
- Be coordinated with the USBP Sector, SAA, and the DHS/CBP Office of the Border Patrol (OBP).

As with all OPSG personnel costs, OPSG grant funds shall be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

Temporary or Term Appointments

Temporary or term appointments are allowable under an OPSG award, so long as they comply with the following:

1. Subrecipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable;

2. OPSG-funded temporary or term appointments may not exceed the approved period of performance:

- For OPSG purposes, temporary appointments are non-status appointments for less than one year; and

- For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.

3. OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees;

4. OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:

    - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;

    - To staff operations of limited duration, such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and

    - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments).

5. OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in this NOFO and the Preparedness Grants Manual; and

6. FEMA provides no guarantee of funding for temporary or term appointments. In addition to the terms of this NOFO, subrecipients must follow their own applicable policies and procedures regarding temporary or term appointments.

Operational Overtime Costs: OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement. Overtime pay is for enhanced patrol for certified public safety officers, along limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

- Overtime is time worked that exceeds the required number of hours during an employee's designated shift.
- Overtime must be worked to increase patrol capacity and be in support of identified and approved USBP border security operations.
- The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable State and Federal regulations.
- All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431.
- The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16 hours worked in any 24-hour period.

Intelligence Support

Per 6 U.S.C. § 609(a), OPSG funds may, as applicable and operationally beneficial, be used to pay salaries and benefits or overtime for personnel to serve as qualified Intelligence Analysts to enable and enhance information/intelligence sharing capabilities, as well as support existing intelligence analysts

previously covered by OPSG funding. Qualified OPSG-funded intelligence analysts can be assigned to an applicable law enforcement facility/intelligence function as long as information/intelligence sharing is maintained. To serve as an OPSG-funded intelligence analyst, personnel must meet at least one of the following criteria:

- Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,

- Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.

OPSG-funded intelligence analysts must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal intelligence analysts, which outlines the minimum categories of training needed for intelligence analysts. A certificate of completion of such training must be on file with the SAA and must be made available to the recipient's respective FEMA HQ Preparedness Officer upon request.

C. Allowable Training Related Costs (OPSG)

Transportation Costs and Costs Related to the Provision of Acute Medical Care

Vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO are allowable where the costs are in support of the necessary transportation of individuals interdicted while carrying out allowable OPSG-funded activities or operations from the point of interdiction to an applicable law enforcement facility.

When transporting individuals interdicted in the course of carrying out allowable OPSG-funded activities or operations from the point of interdiction, non-Federal entities may charge vehicle, fuel, mileage, operational overtime, and other types of costs otherwise allowable under an OPSG award's HSGP NOFO associated with necessary transportation to provide acute medical care for individuals being transported from the point of interdiction. In such cases, non-Federal entities may also charge operational overtime for personnel that monitor a detained individual receiving acute medical care where the individual remains in the custody of the non-Federal law enforcement agency. Costs incurred beyond the acute phase of medical care (e.g., upon admission to the hospital, or after transfer from an acute care facility to the hospital) and costs incurred once the custodial responsibility of the individual is transferred to CBP are not allowable under OPSG.

Costs described above are allowable regardless of what entity or agency initially makes the interdiction. Personnel costs incurred by non-Federal law enforcement agencies eligible under OPSG (including deputies, corrections officers, or detention officers) for costs described above are allowable.

D. Allowable Equipment Related Costs (OPSG)

OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide.

- **Equipment Marking**. Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it may be appropriately marked to ensure its ready identification and primary use for that purpose. When practicable, any equipment purchased with OPSG funding should be prominently marked as follows:

  "Purchased with DHS funds for Operation Stonegarden Use"

- **Fuel Cost and/or Mileage Reimbursement**. There is no cap for reimbursement of fuel and mileage costs in support of operational activities.

- **Vehicle and Equipment Acquisition, Including Leasing and Rentals:** Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Program Analyst prior to purchase.

- **Medical Emergency Countermeasures:** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as will be reflected in the AEL and explained in IB 438.

Additional Equipment Information

FEMA Policy 207-22-0002: **Prohibited or Controlled Equipment Under FEMA Awards** establishes both a prohibited equipment list and a controlled equipment list.

Prohibited Equipment List: Identifies items that are prohibited from purchase under FEMA awards. The list also includes exceptions for otherwise prohibited items that are allowable under certain circumstances, as well as procedures for obtaining FEMA approval for those items. Subrecipients should refer to applicable program guidance or contact appropriate SAA program staff to determine whether a particular type of equipment is allowable under a specific grant program. The list of prohibited items includes, but is not limited to:

- Weapons, weaponized aircraft, vessels, and vehicles of any kind
- Weaponized drones and weapons systems
- Ammunition
- Camouflage uniforms
- Explosives
- Armored and Tactical Vehicles, with certain exceptions

Controlled Equipment List: Identifies certain items that may only be purchased with FEMA awards if additional certifications and controls are imposed on their acquisition or use. Even if equipment is listed as controlled equipment and is not outright prohibited, that does not automatically make it allowable under a particular FEMA program. Subrecipients should refer to applicable program guidance or contact applicable SAA program staff to determine if a particular type of equipment is allowable under that program. The list of controlled items includes, but is not limited to:

- Manned Aircraft, Fixed and Rotary Wing
- Unmanned Aircraft Systems (UAS) and Small Unmanned Aircraft Systems (SUAS)
- Kinetic Entry/Breaching Apparatus

For some controlled equipment that is allowable under the SHSGP, additional documentation, justifications, reviews, and approvals are required, including but not limited to proof of policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties.

Grant subrecipients may not modify equipment acquired using federal resources in a manner that would cause it to be considered prohibited equipment. In addition, grant recipients and subrecipients may not modify equipment acquired using federal resources that would cause it to be considered controlled equipment, absent specific written approval from FEMA and adherence to all relevant requirements.

Grant funds under this program must comply with the aforementioned FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards. As per this FEMA Policy, excepted or

controlled equipment must remain in the possession of the original FEMA grant recipient and may not be transferred. The use of controlled equipment under a Memorandum of Understanding or other regional sharing agreement (see Section D.6 of this FEMA Policy) does *not* constitute a transfer of controlled equipment.

Unallowable Equipment Costs

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds.
- Grant funds may not be used for the purchase of equipment not approved by DHS/FEMA. Grant funds must comply with **IB 426** and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Unauthorized exercise-related costs include:
    - Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
    - Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed. Unauthorized exercise-related costs include:

- Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances); and
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the training or exercise (e.g., electronic messaging sign).

HSGP funds may not be used to support the hiring of sworn public safety officers for purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities (6 USC 609(b)(1)(A)).

As directed by Section 2008(b)(2) of the Homeland Security Act of 2002 (codified as amended at 6 USC 609(b)(2)), all personnel and personnel-related costs, including those of intelligence analysts and operational overtime, are allowed up to 50 percent of HSGP funding without time limitation placed on the period of time that such personnel can serve. FEMA may provide a waiver at the request of the recipient to allow personnel expenses to exceed 50 percent of the amount awarded.

Applicants should refer to IB 421b or contact their FEMA Headquarters (HQ) Preparedness Officer for guidance and clarification.

- Evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses;
- Staffing (other than overtime) and general information technology computing equipment and hardware, such as personal computers, faxes, copy machines, and modems;
- Hiring full-time or permanent sworn public safety officers;
- Supplanting of inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies;
- Construction and/or renovation costs; or
- Exercise expenses.

E. Management and Administration Related Costs (M&A)

Management and administration (M&A) activities are those directly relating to the management and administration of OPSG funds, such as financial management and monitoring. Under OPSG, subrecipients - including local law enforcement agencies referred to as "friendly forces" - can use up to 5% of their awarded funds for M&A expenses (Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4, § 1101); however, the total amount retained cannot exceed 5% of the subrecipient's subaward. Friendly forces are local law enforcement entities that are subordinate subrecipients under OPSG. In other words, friendly forces are entities that receive a subaward from a subrecipient under the OPSG program. Friendly forces must comply with all requirements of subrecipients under 2 C.F.R. Part 200. In retaining these funds, states may retain a maximum of 2.5% of the OPSG allocation, which must be withheld from the pass-through to each subrecipient county or tribe in an equal percentage. The SAA may also retain additional funding from its SHSP award to manage and administer the OPSG award, but that additional amount is also capped at an amount equal to 2.5% of the OPSG award.

F. Requirements for Small Unmanned Aircraft System

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with **IB 426 and IB 438** and include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the SUAS equipment.

G. Maintenance and Sustainment

The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, under all active and future grant awards, unless otherwise noted in the program-specific NOFO. These contracts may exceed the POP if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the POP of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

Grant funds are intended to support the Goal by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in FEMA's IB 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding, initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

H. Law Enforcement Readiness

OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. OPSG Sub-Recipients with agreements under section 287(g) of the Immigration and Nationality Act (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, Sub-Recipients must be authorized by

USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector.

OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the Immigration and Nationality Act (INA) program allows a state or local law enforcement entity to enter into a partnership with ICE, under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions.

I. Regional Border Projects

Sub-Recipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

- Communications equipment:
- Radio systems and repeaters
- Integration with regional intelligence and information sharing effort (i.e. fusion centers)
    - o Intelligence analysts
- Situational Awareness equipment:
    - o License Plate Reader Networks
    - o Visual detection and surveillance systems
    - o Sensor Systems
    - o Radar Systems (for air and/or marine incursions)
    - o Aircraft systems (manned or unmanned)

J. Critical Emergency Supplies (SHSP and UASI)

Critical emergency supplies, such as shelf stable products, water, and medical equipment and supplies are an allowable expense under SHSP and UASI. Prior to the allocation of grant funds for stockpiling purposes, each state must have DHS/FEMA's approval of a five-year viable inventory management plan, which should include a distribution strategy and related sustainment costs if planned grant expenditure is over $100,000.00.

If grant expenditures exceed the minimum threshold, the five-year inventory management plan will be developed by the recipient and monitored by FEMA. FEMA will provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies under UASI. FEMA will establish guidelines and requirements for the purchase of these supplies under UASI and monitor development and status of the state's inventory management plan.

K. Construction and Renovation

Project construction using SHSP and UASI funds shall not exceed the greater of $1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, recipients shall submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget detail citing the project costs, and an SF-424D Form for standard assurances for the construction project.

Recipients using funds for construction projects must comply with the Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). Recipients shall ensure that their contractors or

subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the State in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available online at https://www.dol.gov/whd/govcontracts/dbra.htm.

Recipients using funds for construction projects shall also comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers, when necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1)applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

L. Communications Towers

When applying for funds to construct communication towers, Sub-Recipients shall submit evidence that the Federal Communication Commission's Section 106 of the National Historic Preservation Act, Pub. L. No. 89-665, as amended, review process has been completed and submit all documentation resulting from that review to FEMA with an EHP Screening Form and supporting materials for EHP review.

M. Disposition

When original or replacement equipment, including excepted and controlled items, acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, except as otherwise provided in federal statutes, regulations, or federal awarding agency disposition instructions, the Sub-Recipient shall request disposition instructions from FDEM Office of Domestic Preparedness and the State Administrative Agency shall request disposition instructions from federal awarding agency as required by the terms and conditions of the federal award. ***Excepted or controlled equipment shall not be transferred and shall remain in the possession of the original FEMA grant recipient.***

The Sub-Recipient shall notify the FDEM Office of Domestic Preparedness at: 2489 Shumard Oak Blvd., Tallahassee, Florida 32399 one (1) year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The Sub-Recipient shall notify FDEM immediately if the equipment is destroyed, lost, or stolen.

N. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Sub-Recipients shall carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 308 of the Stafford Act, Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964, Age Discrimination Act, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

Monitoring and oversight requirements in connection with Sub-Recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R Part 7.

In accordance with civil rights laws and regulations, Sub-Recipients shall ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: HTTPs://www.dhs.gov/guidance-published-help- department-supported-organizations-provide-meaningful-access-people-limited and additional resources onhttp://www.lep.gov.

O. National Incident Management System (NIMS) Implementation

NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System. and Sub-Recipients of federal preparedness (non-disaster) grant awards, jurisdictions and

organizations must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives. The objectives can be found on the NIMS webpage at https://www.fema.gov/emergency-managers/nims/implementation-training.

P. FirstNet

FirstNet provides public safety entities with mission-critical broadband data capabilities and services including, but not limited to messaging, image sharing, video streaming, group text, voice, data storage, application, location-based services, and Quality of Service, Priority, and Preemption. Public safety entities seeking to enhance their operational capabilities using broadband technology may seek grant funding from appropriate programs to support the following:

- Planning for integration of information technology (IT) infrastructure, software, and site upgrades necessary to connect to FirstNet
- Handheld broadband devices including smartphones, feature phones, tablets, wearables, push-to-talk (PTT) devices
- Vehicle-mounted or otherwise field operated data devices, such as ruggedized laptops
- Network access devices, including portable Wi-Fi devices, Universal Serial Bus (USB) modems/dongles, trunk-mounted modems, routers
- Customer-Owned and Managed (COAM) broadband deployable equipment, enabling public safety to own and dispatch coverage expansion or capacity enhancement equipment within their jurisdiction
- Broadband device accessories that enable efficient and safe public safety operations such as headsets, belt clips, earpieces, remote Bluetooth sensors, ruggedized cases
- Subscriber Identification Modules (SIMs)/Universal Integrated Circuit Cards (UICCs) to allow public safety users to update existing devices to operate on public safety prioritized services
- One-time purchase and subscription-based applications for public safety use which could include, among several other options, enterprise mobility management (EMM), mobile device management (MDM), mobile Virtual Private Network (VPN), identity services, or cloud service tools

Sub-Recipients must be coordinated with the Statewide Interoperability Coordinator (SWIC) and FirstNet on the planning, deployment timelines, and operational availability of the network deployment within a specific state or territory and to ensure that project does not conflict with network planning efforts and complies with all technical requirements. FirstNet requires participating agencies to demonstrate a subscription to public safety-prioritized broadband services to purchase FirstNet broadband devices or applications. Sub-Recipients must coordinate with FirstNet in advance of any strategic acquisition of broadband LTE equipment to ensure that purchases adhere to all applicable standards for public safety entities.

Q. SAFECOM

All Sub-Recipients using preparedness grant funding to support emergency communications investments are required to comply with the SAFECOM Guidance. Sub-Recipients must be coordinated with the SWIC and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

R. Cybersecurity

Sub-Recipients must use HSGP funds for cybersecurity projects that support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing

for, protecting against, or responding to acts of terrorism. Sub-Recipients of FY 2024 HSGP grant awards will be required to complete the 2024 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The NCSR is an annual requirement and Sub-Recipients must complete the first available NCSR offered after this subaward has been issued.

S. Unique Entity Identifier and System for Award Management (SAM)

Sub-Recipients for this award shall:

- Apply for a USI Number in SAM;
- Provide a valid UEID/SAM number; and
- Continue to maintain an active UEI with current information at all times during which it has an active federal award.
- FDEM may not make subawards unless the subrecipient has obtained and provided the UEI.

T. Reporting Requirements

1. Quarterly Programmatic Reporting:
The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30, and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements shall be withheld until the Sub-Recipient's reporting is current.
- If a report goes three (3) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures it shall result in the issuance of a noncompliance letter, and a written justification shall then be provided.
    - Based on the FDEM's determination, the Sub-Recipient shall have thirty (30) days to submit a letter of appeal to FDEM.
    - Sub-Recipients shall only be allowed one opportunity to appeal.
    - If the appeal is denied, or if there is no response to the notification of noncompliance, the Sub-Recipient's funds shall be terminated.
- If a report goes four (4) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures, it shall result in termination of the agreement.

Programmatic Reporting Schedule

Reporting Period	Report due to FDEM no later than
October 1 through December 31	January 31
April 1 through June 30	July 31
July 1 through September 30	October 31
January 1 through March 31	April 30

2. Programmatic Reporting- Biannual Strategic Implementation Report (BSIR):
After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA, will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) https://www.reporting.odp.dhs.gov. The reporting periods are **January 1-June 30 and**

July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. **Reimbursement Requests:**
   A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements shall be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendar days of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line-item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line-item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. **Closeout Programmatic Reporting:**
   Closeout shall be conducted in accordance with 2 C.F.R. § 200.342.The Closeout Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

5. **Administrative Closeout**
   An administrative closeout may be conducted when a recipient is not responsive to FDEM's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. FDEM shall make three (3) written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

U. Period of Performance (POP) Extensions

An extension to the period of performance identified in the agreement is allowable under limited circumstances and shall only be considered through formal, written requests to FDEM. All extension requests shall contain specific and compelling justifications as to why an extension is required, and shall address the following:

1. The grant program, fiscal year, and agreement number;
2. Reason for the delay–including details of the legal, policy, or operational challenges that prevent the final expenditure of awarded funds by the deadline;
3. Current status of project activity;
4. Requested POP termination date and new project completion date;
5. Amount of funds reimbursed to date;
6. Remaining available funds;
7. Budget outlining how the remaining funds shall be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
9. Certification that the activity(ies) shall be completed within the extended POP without any modification to the original statement of work, as described in the investment justification and as approved by FEMA.

Extension requests are typically granted for no more than a six (6) month period, and shall be granted only due to compelling legal, policy, or operational challenges. Extension requests shall only be considered for the following reasons:

- Contractual commitments by the recipient or Sub-Recipient with vendors prevent completion of the project within the existing POP;
- The project shall undergo a complex environmental review that cannot be completed within the existing POP;

- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Subrecipient's shall be limited to one (1) extension over the grant period of performance. Extension requests shall not be considered within the last one hundred eighty (180) days of the grant period of performance.

V. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Chanda Jenkins FDEM 2489 Shumard Oak Blvd. Tallahassee, FL 32311-2100 (850) 815-4308 Novella.tise@em.myflorida.com	Jerrod Peoples FDEM 2489 Shumard Oak Blvd. Tallahassee, FL 32311-2100 (448) 220-7113 Jerrod.peoples@em.myflorida.com

W. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in Scope of Work.
- The FDEM shall administer the financial processes.

X. Failure to Comply

- Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

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ATTACHMENT C

DELIVERABLES AND PERFORMANCE

Homeland Security Program (HSGP): HSGP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

Planning Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of successfully completing planning activities consistent with the guidelines contained in the Comprehensive Planning Guide CPG 101 v.2. For additional information, please see http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf or grant guidance (Notice of Funding Opportunity). For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Subrecipient can successfully complete a planning activity either by creating or updating such plan(s).

Organization Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual eligible costs for contracted security personnel.

Equipment Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of purchasing an item identified in the approved Investment Justification and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. In addition, agencies shall be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. OPSG subrecipients shall not acquire equipment under this award unless expressly authorized by FEMA and FDEM.

Training Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. The DHS course catalog is available online at: http://training.fema.gov/. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Subrecipient can successfully complete an authorized course either by attending or conducting that course.

Exercise Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida Integrated Preparedness Plan (IPP), and B) County or Regional TEP for the region in which the Subrecipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep. For the purposes of this Agreement, any security-related exercise which is compliant with HSEEP standards and contained in the State of Florida IPP qualifies as an authorized exercise. The Subrecipient can successfully complete an authorized exercise either by attending or conducting that exercise.

Management & Administration Deliverable: Subject to the funding limitations of this Agreement, FDEM shall reimburse the Subrecipient for the actual cost of successfully completing a planning initiative that is in line with Attachment B (Scope of Work) and also with guidance outline in the FY 2024

NSGP Notice of Funding Opportunity (NOFO) located at
https://www.fema.gov/grants/preparedness/nonprofit-security/fy-23-nofo.

ATTACHMENT D

PROGRAM STATUTES AND REGULATIONS

1) Assurances, Administrative Requirements, Cost Principles, Representations and Certifications 2 C.F.R. Part 200
2) General Acknowledgements and Assurances 2 C.F.R. Part 200, 2 C.F.R. Part 3002.10, 2 C.F.R. §200.337 and §200.455.
3) Acknowledgement of Federal Funding from DHS.
4) Activities Conducted Abroad.
5) Age Discrimination Act of 1975 Pub. L. No. 94-135 and 42 U.S.C. § 6101 *et seq.*
6) Americans with Disabilities Act of 1990 Pub. L. No. 101-336 (1990) and 42 U.S.C. § 12101-12213
7) Best Practices for Collection and Use of personally Identifiable Information
8) CHIPS and Science Act of 2022, Public Law 117-167 CHIPS
9) Civil Rights Act of 1964-Title VI Pub. L. No. 88-352, 42 U.S.C. § 2000d *et seq.*, 6 C.F.R. Part 21 and 44 C.F.R. Part 7
10) Civil Rights Acts of 1968 Pub. L. No. 90284, 42 U.S.C. § 3601 et seq., 24 C.F.R. Part 100
11) Communication and Cooperation with the Department of Homeland Security and Immigration Officials 8 U.S.C. §1373, §1324 and §1644 and 28 U.S.C. §1746
12) Copyright 17 U.S.C. §§ 401 or 402 and 2 C.F.R. §200.315
13) Debarment and Suspension Executive Orders 12549 and 12689, 2 C.F.R. Part 180 and 2 C.F.R. Part 3000
14) Drug Free Workplace Regulations, 2 C.F.R. Part 3001, 2.C.F.R. Part 182 and 41 U.S.C. § 8101-8106
15) Duplicative Costs 2 C.F.R. § 200.403 (f)
16) Education Amendments of 1972 – (Equal Opportunity in Education Act)-Title IX Pub. L. No. 92-318, 20 U.S.C. § 1681 et seq., 6 C.F.R Part 17 and 44 C.F.R Part 19
17) Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) and 42 U.S.C. § 6201 et seq.
18) Equal Treatment of Faith-Based Organizations 6 C.F.R. Part 19
19) Anti-Discrimination 31 U.S.C. §372(b)(4), Section 2(b) of Executive Order 14190, 8 U.S.C §1101(a)(3) and 2 C.F.R. §200.346
20) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C. § 3801-3812
21) Federal Debt Status OMB Circular A-129
22) Federal Leadership on Reducing Text Messaging While Driving Section 3(a) E.O. 13513
23) Fly America Act of 1974 49 U.S.C. § 49 U.S.C. § 40118 and Comptroller General Decision B-138942.
24) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
25) John S. McCain National Defense Authorization Act of Fiscal Year 2019, Pub. L. No. 115-232 (2018 and 2 C.F.R. § 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.
26) Limited English Proficiency (Civil Rights Act of 1964, Title VI) 42 U.S.C §2000d et seq.
27) Lobbying Prohibitions 31 U.S.C. § 1352 and 6 C.F.R. Part 9
28) National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) and 42 U.S.C § 4321 et seq.
29) National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Scient Act of 2022, Pub. L. 117-167, Section 10254, 42 U.S.C. §18951
30) Non-Supplanting Requirement
31) Notice of Funding Opportunity Requirements
32) Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq. and 37 C.F.R Part 401 and §401.14
33) Presidential Executive Orders

34) Procurement of Recovered Materials 42 U.S.C § 6962, 2 C.F.R. §200.323, 40 C.F.R. Part 247 and section 6002 of Solid Waste Disposal Act
35) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
36) Reporting Recipient Integrity and Performance Matters 2 C.F.R. Part 200 Appendix XII
37) Reporting Subawards and Executive Compensation 2 C.F.R. Part 170 Appendix A
38) Required Use of American Iron, Steel, Manufactured Products, and Construction Materials 2 C.F.R. § 184.3
39) SAFECOM
40) Subrecipient Monitoring and Management 2 C.F.R § 200.331-333
41) System for Award Management and Unique Entity Identifier Requirements 2 C.F.R. Part 25, Appendix A
42) Termination of a Federal Award
43) Terrorist Financing E.O. 13224
44) Trafficking Victims Protection Act of 2000 (TVPA) 22 U.S.C. § 7104 and 2 C.F.R. § 175.15
45) Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56 Section 817
46) Use of DHS Seal, Logo and Flags
47) Whistleblower Protection Act 41 U.S.C. § 4712
48) Environmental Planning and Historic Preservation (EHP) Review
49) Acceptance of Post Award Changes
50) Disposition of Equipment Acquired Under the Federal Award 2 C.F.R. section 200.313
51) Prior Approval for Modification of Approved Budget 2.C.f.R. section 200.308
52) Indirect Cost Rate 2.C.F.R. section 200.211(b)(16)
53) Build America, Buy America Act (BABAA) Required Contract Provision & Self Certification 2C.F.R section 184.4
54) Non-Applicability of Specific Agreement Articles
55) State Homeland Security Program: Compliance with Federal Immigration Law
56) State Homeland Security Program: Non-Applicability of Specific Terms and Agreement Articles
57) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
58) Section 287.138, Florida Statutes
59) Chapter 473, Florida Statutes
60) Chapter 215, Florida Statutes
61) Chapter 252, Florida Statutes
62) 6 U.S.C. § 604 (Homeland Security Grant Program – including Operation Stonegarden)
63) Section 252.35, Florida Statutes – Emergency management powers of the division

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ATTACHMENT E

WARRANTIES AND REPRESENTATIONS

Financial Management

The Subrecipient's financial management system shall comply with 2 C.F.R. § 200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement shall comply with the requirements of 2 C.F.R. § 200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§ 200.318 through 200.327).

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **7 a.m.-5 p.m.**

_____

_____

Licensing and Permitting

All subcontractors or employees hired by the Subrecipient shall have all current licenses and permits required for the particular work for which they are hired by the Subrecipient.

ATTACHMENT F

STATEMENT OF ASSURANCES

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Subrecipients shall comply with any such requirements set forth in the program NOFO.

All Subrecipients who receive awards made under programs that prohibit supplanting by law shall ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

All Subrecipients shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E shall not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of the federal award.

Subrecipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Subrecipients shall acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient shall cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.

2. Subrecipient shall give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient shall submit timely, complete, and accurate reports to FDEM and maintain appropriate backup documentation to support the reports. Subrecipients shall also comply with all other special reporting, data collection and evaluation requirements, as prescribed by law or detailed in program guidance.

4. Subrecipient shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

5. Subrecipient who receives awards made under programs that provide emergency communications equipment and its related activities shall comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

6. When original or replacement equipment acquired under this award by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously

supported by DHS/FEMA, you shall request instructions from FDEM to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

7. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant shall monitor ground disturbance, and if any potential archeological resources are discovered, applicant shall immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

8. Subrecipients are required to comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers.

9. Subrecipient shall comply with the applicable provisions of the following laws and policies prohibiting discrimination:

    a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
    b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
    c. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
    d. Age Discrimination Act of 1975, which prohibits discrimination based on age.
    e. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

ATTACHMENT G

MANDATORY CONTRACT PROVISIONS

Any contract or subcontract funded by this Agreement shall contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Subrecipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award shall contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The non-federal entity shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. The non-federal entity shall report all suspected or reported violations to the federal awarding agency. The contracts shall also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity shall report all suspected or reported violations to the federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided

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[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, Sub-Recipient may include the provision in its subcontracts.

that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 shall contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) shall not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

Please note that the Subrecipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Grant Award Modification

GAM-629171

(15PBJA-23-GG-02188-MENT)

RESOLVED-COMPLETED

Awarded Entity Legal Name

(COUNTY OF PALM BEACH)

Doing Business As:

( )

Actions

Assignments

View all

☐ View all

Nothing but space

CREATE
INITIAL REVIEW
PROGRAMMATIC REVIEW
FINANCIAL REVIEW
UFMS HANDOFF
GAM FULFILLMENT

GAM Information

Funded Award Details

Solicitation Title:
BJA FY 23 Connect and Protect: Law Enforcement Behavioral Health Response Program

Project Title:
Palm Beach County's Co-Responder Community Resource Team Pilot Project

Project Period:
10/1/23 - 9/30/26

Managing Office:
OJP

DOJ Grant Manager:
Renee Howell

Grant Award Administrator:
Gena Rowlands

FAW Case ID:
FAW-178781

Solicitation Category
N/A

Federal Award Amount:
$550,000.00

Funding Instrument Type:
Grant

Program Office:
BJA

UEI
UZA2MELMDZZ1

TIN:
*****0789

Project Period Extension

New Project Period Start Date
10/01/2023

Number of Months to extend Project Period Extension End Date
12

Current Project Period

Current Start Date
10/01/2023

Current Completion Date
09/30/2026

Requested Project Period

Project Period Start Date
10/01/2023

Project Period End Date
09/30/2027

Total Period of Performance with Requested Extension
Months
48

ATTACHMENT H

FINANCIAL AND PROGRAM MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. FDEM has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable State Homeland Security Program grant guidance and statutory regulations. The monitoring process is designed to assess a Subrecipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements. It involves the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring seeks to validate and assist in the grant progress, targeting issues that may be hindering project goals and ensuring compliance with the purpose of the grant and overall grant program. Programmatic monitoring involves the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during the monitoring process.

Pursuant to 2 C.F.R. § 200.337, FDEM has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FDEM shall review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients shall permit FDEM, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients shall respond in a timely and accurate manner to FDEM's requests for information relating to the award.

Monitoring Selection and Scheduling:
Each year FDEM shall conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Subrecipients that should be reviewed and the level of monitoring that should be performed. Note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that shall be examined include:

- Management and administrative procedures;
- Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

FDEM may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM's leadership. The method of gathering this information shall be determined on a case-by-case basis.

Monitoring Activities:
Desk reviews and site visits are two forms of monitoring. Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-site monitoring are actual visits to the Subrecipient agencies by FDEM representatives who examines records, procedures and equipment.

Desk monitoring is an on-going process. Subrecipients shall be required to participate in desk top monitoring as determined by FDEM. This contact shall provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FDEM determines that a Subrecipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency shall be notified by the program office via email. Information shall include the grant Subrecipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA shall be referred to FDEM for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-site monitoring shall be conducted by FDEM or designated personnel. On-site monitoring visits shall be scheduled in advance with the Subrecipient agency POC designated in the grant agreement.

FDEM shall also conduct coordinated financial and grant file monitoring. If utilizing a 3rd party consultant, the Subrecipient must have a member of the organization in attendance during desktop and onsite monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-Site Monitoring Protocol
On-site monitoring visits shall begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial/ programmatic On-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation
A letter shall be sent to the Subrecipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date. The appointment shall be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit
Once FDEM personnel have arrived at the site, an orientation conference shall be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine shall be identified. All objectives of the site visit shall be explained during this time.

FDEM personnel shall review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment shall be conducted.

Each item selected for review shall be visually inspected whenever possible. Larger items (computers, response vehicles, etc.) shall have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Subrecipient agency requirements. The serial number shall correspond with the appropriate receipt to confirm purchase. Photographs shall be taken of the equipment (large capital expenditures in excess of $1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation shall be provided to account for that particular piece of equipment. Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit
FDEM personnel shall review the On-site monitoring worksheets and backup documentation as a team and discuss the events of the On-site monitoring.

Within forty-five (45) calendar days of the site visit, a post monitoring letter shall be generated and sent to the grantee explaining any issues and corrective actions required or commendations. Should issues or findings be identified, a noncompliance letter to that effect shall be generated and sent to the Subrecipient. The Subrecipient shall submit a Corrective Action Plan (CAP) within a timeframe as determined by FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement. The On-site monitoring report and all back up documentation shall then be included in the Subrecipient's file.

Monitoring Responsibilities of Pass-thru Entities
Subrecipients who are pass-through entities are responsible for monitoring their Subrecipients in a manner consistent with the terms of the Federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the Subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

Subrecipient responsibilities also include but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

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ATTACHMENT I

EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

The following types of projects are to be submitted to FEMA for compliance review under Federal Environmental Planning and Historic Preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
    - Emergency Operation Centers
    - Security Guard facilities
    - Equipment buildings (such as those accompanying communication towers)
    - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are fifty (50) years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
    - Lighting
    - Fencing
    - Closed-circuit television (CCTV) systems
    - Motion detection systems
    - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects shall be submitted to FEMA for EHP review.

Some training and exercise activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. A thorough, detailed description of projects listed under these categories shall be required in order to determine allowability. Additional information on training requirements and EHP review can be found online at Environmental & Historic Preservation Guidance for FEMA Grant Applications | FEMA.gov.

EHP SCREENING FORM SUBMISSION

I. For projects requiring EHP review, the Subrecipient shall submit the EHP Screening Form to the State Administrative Agency (SAA) for review prior to funds being expended. The SAA Point of Contact for EHP review is:

Ms. Kizzy Caban
Bureau of Preparedness – Domestic Security
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4348
Kizzy.Caban@em.myflorida.com

II. The SAA POC shall forward EHP Screening Forms to DHS/FEMA for review and approval.

III. Subrecipient's shall receive written approval from the SAA prior to the use of grant funds for project implementation. **THE PROJECT SHALL NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.**

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ATTACHMENT J
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

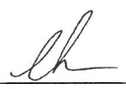
This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Ric L. Bradshaw

Title: Sheriff

Signature:  Date: 6/4/26