Agenda Item #: 3X-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

==========

Meeting Date: December 1, 2026 [X] **Consent** [ ] **Regular**
[ ] **Ordinance** [ ] **Public Hearing**

Department: Public Safety Department
Submitted By: Criminal Justice Commission
Submitted For: Criminal Justice Commission

==========

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Subrecipient Equipment/Supplies Distribution Agreements (Agreement) between Palm Beach County (the County) and the following Police Departments, pertaining to law enforcement equipment purchased with funds obtained from Florida Department of Law Enforcement's (FDLE) Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $52,805 for the period of April 1, 2026, through March 31, 2027 (Award Number JG265) that was approved as a receive and file agenda item on July 7, 2026 (R2026-0820):

1) Atlantis Police Department to receive one (1) Rapid ID IDVisor Smart V2 ID Scanner;
2) Gulf Stream Police Department to receive one (1) Ballistic Shield;
3) Manalapan Police Department to receive three (3) APX Next Radios and Add-ons;
4) Palm Beach Police Department to receive three (3) Rapid ID IDVisor Smart V2 ID Scanners and upgrades, and three (3) Ballistic Shields; and
5) Florida Atlantic University (FAU) Police Department to receive three (3) Stalker II Stationary Radars.

Summary: The Mayor's Office received notification regarding anticipated funding on May 19, 2025 in the amount of $293,033 for FDLE JAG Grant Program (CFDA# 16.738). FDLE funding is typically allocated after the County executes subrecipient agreements. The Criminal Justice Commission (CJC) approved allocation of $240,228 to sustain the existing Palm Beach County Reentry Program (City of Riviera Beach) and allocated the remaining $52,805 to purchase law enforcement equipment for law enforcement agencies throughout Palm Beach County to address safety concerns and improve operational efficiency. This equipment will support collaboration with the County's law enforcement agencies in efforts to reduce mass violence. The FDLE JAG Award Agreement was executed on behalf of the Board of County Commissioners (BCC) by the County Administrator's designee, the CJC Executive Director, pursuant to the delegation of authority provided on August 19, 2025 (R2025-1120). **Countywide** (JW).

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

Attachments:
1) Agreement – Atlantis Police Department
2) Agreement – Gulf Stream Police Department
3) Agreement – Manalapan Police Department
4) Agreement – Palm Beach Police Department
5) Agreement – FAU Police Department

==========

Recommended by: _____ 10/26/26
Department Director **Date**

Approved by: _____ 11/4/26
Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2027	2028	2029	2030	2031
Personal Services					
Operating Expenses					
Grants & Aids	$22,465				
External Revenues	($22,465)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	*				
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account Exp No: Fund 1507 Dept. 662 Unit 7745 Obj. 8101
Rev No: Fund 1507 Dept. 662 Unit 7745 Rev. 3129

A. Recommended Sources of Funds/Summary of Fiscal Impact:
Grant: FDLE Edward Byrne Memorial Justice Assistance Grant (JAG)
Fund: 1507 Criminal Justice Grant Fund
Unit: 7745 JAG FDLE FY25 Countywide Equipment JG265

*A portion ($30,340) of the grant amount was spent in FY 2026 and the remainder will be spent in FY 2027. The entire award of $52,805 will be received in FY 2027.

B. Departmental Fiscal Review: Digitally signed by Marianela Diaz DN: DC=org, DC=pbcgov, OU=Enterprise, OU=PSD, OU=Users, CN=Marianela Diaz, E=MDiaz@pbc.gov Date: 2026.10.27 15:56:44-04'00'

III. REVIEW COMMENTS:

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

10/28/2026
OFMB
MD 10/27

10/29/26
Contract Dev. & Control
ZG 10.29.26

B. Legal Sufficiency

Jean-Adel Williams
Assistant County Attorney

C. Other Department Review

Department Director

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

SUBRECIPIENT EQUIPMENT/SUPPLIES DISTRIBUTION AGREEMENT

This Subrecipient Equipment/Supplies Distribution Agreement (hereinafter referred to as the "Agreement") is made as of the 29 day of September, 2026, by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "COUNTY"), and the **City of Atlantis, on behalf of the Police Department**, a municipal government agency authorized to operate within the City (hereinafter referred to as the "SUBRECIPIENT"), which holds tax-immune status.

BACKGROUND:

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

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

WITNESSETH:

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

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

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

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

1. TERM/TERMINATION

A. The term of this Agreement shall commence on the date on which it is approved by the COUNTY and shall continue until March 31, 2027. Expiration and termination of this Agreement shall not end the SUBRECIPIENT'S obligation to maintain, use, and dispose of the Equipment/Supplies as provided for in this Agreement.

2. COUNTY RESPONSIBILITIES

A. To procure and distribute Equipment/Supplies to the SUBRECIPIENT as provided in the COUNTY'S FDLE JAG Grant Agreement, more specifically, the following Equipment/Supplies will be procured by the COUNTY and distributed to SUBRECIPIENT: one (1) Rapid ID ID Visor Smart V2 ID Scanner.

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

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

3. SUBRECIPIENT RESPONSIBILITIES

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

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

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

D. The SUBRECIPIENT shall ensure that all Equipment/Supplies received are used solely for official law enforcement purposes and in compliance with applicable federal, state, and local laws and regulations, including those contained in the DOJ Grants Financial Guide, found at: https://www.ojp.gov/funding/financialguidedoj/iii-postaward-requirements#12-21 (hereinafter "DOJ Grants Guide"), including Section "3.7 Property Standards", which section is attached hereto as **Exhibit A** and incorporated herein by reference.

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

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

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

4. OWNERSHIP OF EQUIPMENT/SUPPLIES

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

5. INSURANCE REQUIREMENTS

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

6. NOTICES

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

For the COUNTY:

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

For the SUBRECIPIENT :

Atlantis Police Department
260 Orange Tree Drive
Atlantis, FL 33462
Attention: Chief Robert Mangold

7. MISCELLANEOUS

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

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

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

8. ENTIRETY OF AGREEMENT

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

9. COUNTERPARTS

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

10. E-VERIFY EMPLOYMENT ELIGIBILITY

SUBRECIPIENT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2)

requires in all of its contracts with sub-consultants performing the duties and obligations of this Agreement that they are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(f), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

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

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

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Subrecipient certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

12. DIGITAL ACCESSIBILITY COMPLIANCE

Subrecipient acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Subrecipient represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Subrecipient shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Subrecipient shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Subrecipient shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Subrecipient shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

13. LAW AND VENUE; REMEDIES; NO THIRD-PARTY BENEFICIARIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or Consultant.

14. ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL

The SUBRECIPIENT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The County shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second-degree misdemeanor.

15. NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the SUBRECIPIENT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the SUBRECIPIENT represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the SUBRECIPIENT retaliate against any person for reporting instances of such discrimination. The SUBRECIPIENT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. The SUBRECIPIENT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not

enforceable by or for the benefit of, and creates no obligation to, any third party. SUBRECIPIENT shall include this language in its subcontracts.

16. PUBLIC RECORDS

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

A. Keep and maintain public records required by the County to perform services as provided under this Contract.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The SUBRECIPIENT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the SUBRECIPIENT does not transfer the records to the public agency.

D. Upon completion of the Contract, the SUBRECIPIENT shall transfer, at no cost to the County, all public records in possession of the SUBRECIPIENTunless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the SUBRECIPIENT transfers all public records to the County upon completion of the Contract, the SUBRECIPIENT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of the Contract, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically by the SUBRECIPIENT must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

Docusign Envelope ID: 64AB634D-DD62-853F-823D-6ADC9493D0EA

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

PALM BEACH COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

Signed by:
By: Tanuna Malhotra
4883CFA15DF244D...
County Administrator or Designee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Signed by:
By: JeanWilliams
6FAB288E8687464...
County Attorney

APPOVED AS TO TERMS AND CONDITIONS

Signed by:
By: Stephanie Synoha
BB0C30B9979F42E...
Department Director

SUBRECIEPIENT:

WITNESS:

City of Atlantis
Name

Robert G. Mangold
Signature

Kelle M. Lanahan
Signature

Robert Mangold, Police Chief
Name (type or print)

Keller Lanahan
Name (type or print)

Mayor
Title

EXHIBIT A

DOJ GRANTS FINANCIAL GUIDE
3.7 PROPERTY STANDARDS

3.7 PROPERTY STANDARDS

General Principles for Property Acquisition and Management

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

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

ⓘ FINANCIAL MANAGEMENT TIP

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

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

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

Screening and Property Management Systems

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

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

Equipment Ownership, Use, Management, and Disposition

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

3.7 PROPERTY STANDARDS

Ownership of Equipment

Unless more specific rules are identified for a particular grant program, title to equipment acquired under a Federal award will vest in the recipient or subrecipient organization. The legal right of ownership and conditions for use, management, and disposal of equipment are set forth in 2 C.F.R. § 200.313, and are described below.

Use of Equipment

A *State* must use equipment acquired under a Federal award in accordance with State laws and procedures

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

Other recipients and subrecipients, including subrecipients of States and Indian Tribes must use equipment acquired under an award (or subaward) for the authorized program or project purposes for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the original program or project, the equipment may be used in other activities..

- *Use for other Federal projects.* Equipment must be made available for use on other projects or programs currently or previously supported by the Federal government, provided the use does not interfere with the work on the projects or programs for which it was originally acquired. First preference for other use should be given to other programs or projects supported by the DOJ agency.
- *User fees.* User fees should be considered and treated as program income to the project, when appropriate.
- See 2 C.F.R. § 200.307 (Program Income). During the time the Federal government retains an interest in the equipment the recipients or subrecipients must not use equipment acquired with a Federal award to provide services for a fee that is less than a private company would charge for similar services, unless doing so is specifically authorized by law. See 2 C.F.R. § 200.313(c)(3).
- *Replacement equipment.* When acquiring replacement equipment, recipients or subrecipients may either trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment, subject to the written approval of the awarding DOJ agency.
- *Encumbrances.* A recipient or subrecipient must not encumber equipment acquired under a Federal award without approval of the awarding DOJ agency or pass-through entity

Management of Equipment

A *State* must manage equipment acquired under a Federal award in accordance with State laws and procedures. DOJ encourages the States to follow the procedures that are in this *Guide.*
An *Indian Tribe* must manage equipment acquired under a Federal award in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. § 200.313(d), and described below.

Other than States an Indian Tribes, recipients and subrecipients (including subrecipients of States and Indian Tribes) regardless of whether equipment is acquired in part or its entirety under the Federal award must manage equipment (including replacement equipment) utilizing procedures that meet the following requirements:

- ***Property records.*** Property records must include all of the following information:
  - Description of the property
  - Serial number or other identification number

3.7 PROPERTY STANDARDS

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

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

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

Disposition of Equipment

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

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

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

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

3.7 PROPERTY STANDARDS

- If the item has a current per-unit fair market value of more than $10,000 (per unit), the item may be retained or sold, but the awarding DOJ agency will have a right to a specific dollar amount. Calculate this amount by multiplying the percentage of the DOJ agency's contribution towards the original purchase price by the current market value or proceeds from the sale. The seller is also eligible to retain $1,000 of the proceeds to cover expenses associated with the selling and handling of the equipment.

In cases where the recipient or subrecipient fails to take appropriate disposition actions, the awarding DOJ agency may direct other disposition actions.

When included in the award, the DOJ agency may permit the recipient to retain equipment, or authorize a pass-through entity to permit the subrecipient to retain equipment with no further obligation to the Federal government unless prohibited by Federal statute or regulation.

3.7 PROPERTY STANDARDS

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

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

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

Federal Equipment

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

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

Replacement of Equipment

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

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

3.7 PROPERTY STANDARDS

Supplies

For supplies acquired under an award, the title to the supplies vests with the recipient upon acquisition. For supplies acquired under a subaward, the title vests with the subrecipient upon acquisition.

- The DOJ component or pass-through entity is entitled to compensation in an amount calculated by multiplying the percentage of the Federal agency's or pass-through entity's contribution towards the costs of the original purchase(s) by the current market value or proceeds from the sale if both of the following apply:
  - The residual inventory of unused supplies exceeds $10,000 in aggregate fair market value at the end of the period of performance.
    - Unused supplies means supplies that are in new condition, not having been used or opened before.
    - The aggregate value of unused supplies consists of all supply types, not just like-item supplies.
  - The supplies are not needed for any other federal award.

Note: Special rules apply for supplies purchased with Byrne JAG funds – see previous discussion.

Real Property Acquired With Federal Funds

Real property means land, including land improvements, structures, and appurtenances thereto, and legal interests in land, including fee interest, licenses, rights of way, and easements. See 2 C.F.R. § 200.1. DOJ funds generally cannot be used for land acquisition unless specifically permitted under the program or terms of the award.

When DOJ funds are used to acquire an interest in real property, or to make improvements to such property (such as through a grant-funded construction or major renovation project), DOJ retains an interest in the property throughout the useful life of the real property acquired, or real-property improvements made, regardless of the end date of the award.

Title. Subject to the obligations and conditions in the award, title to real property acquired or improved under an award or subaward vests upon acquisition in the recipient or subrecipient, as applicable.

- For any real property project using an amount of award funds that is equal to or over four times the simplified acquisition threshold, the grant recipient is required to file a Notice of Federal Interest in the official real property records for the jurisdiction in which the improved or purchased property is located.

Use. Recipients and subrecipients are to use real property acquired, in whole or in part, with Federal funds for the authorized purposes of the original award or subaward as long as needed for that purpose. In some cases, a recipient or subrecipient may receive approval from the agency for a change in use, if the property is no longer needed for its originally funded purpose.

- An inventory report should be maintained which identifies real property acquired, in whole or in part, with Federal funds.
- While the property is being used for the originally authorized purpose, the recipient or subrecipient must not dispose of or encumber its title or other interests, except as provided by the DOJ agency.
  - Easements for utility, cable, and similar services that benefit the real property and are consistent with the authorized use are not considered an encumbrance.

Disposition. When real property is no longer needed for the original award purposes (or another awarding agency-approved purpose), the recipient or subrecipient should obtain disposition instructions from the grant-making DOJ component or pass-through entity, as appropriate.The instructions may allow one of the following:

3.7 PROPERTY STANDARDS

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

Retention of Property Records

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

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

Intangible Property

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

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

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

Disposition. When no longer needed for the originally authorized purpose, intangible property is treated similarly to equipment for disposition purposes. Disposition must occur in accordance with 2 C.F.R. § 200.313(e). In general, intangible property (e.g., a securities instrument or a patent) with a fair market value of $10,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the component; while intangible property valued above $10,000 may be retained or sold, but the component is entitled to compensation for its share of contribution to the cost of the original purchase, minus some selling and handling expenses. See the provisions for disposition of equipment (above) for a summary of these requirements.

See 2 C.F.R. § 200.315 and 2 C.F.R. § 200.448 for additional detailed rules regarding intangible and intellectual property.

Copyrights

To the extent permitted by law, the recipient or subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award.

The grant-making DOJ component reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, for Federal Government purposes (and to authorize others to do so. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories), the following:

- Any work subject to copyright that was developed under an award or subaward; and
- Any work for which ownership was acquired under an award or subaward.

Data Produced Under A Federal Award

With respect to data produced under a Federal award and/or subaward, the grant-making DOJ component has the right to do the following:

- Obtain, reproduce, publish, or otherwise use the data produced under an award; and
- Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Patents, Patent Rights, and Inventions

The recipient or subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued in 37 C.F.R. 401.2 C.F.R. § 200.315(c) and 2 C.F.R. § 200.448.

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

Attachment 2

SUBRECIPIENT EQUIPMENT/SUPPLIES DISTRIBUTION AGREEMENT

This Subrecipient Equipment/Supplies Distribution Agreement (hereinafter referred to as the "Agreement") is made as of the 30 day of September, 2026 by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "COUNTY"), and the **Town of Gulf Stream, on behalf of the Police Department**, a municipal government agency authorized to operate within the Town (hereinafter referred to as the "SUBRECIPIENT"), which holds tax-immune status.

BACKGROUND:

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

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

WITNESSETH:

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

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

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

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

1. TERM/TERMINATION

A. The term of this Agreement shall commence on the date on which it is approved by the COUNTY and shall continue until March 31, 2027. Expiration and termination of this Agreement shall not end the SUBRECIPIENT'S obligation to maintain, use, and dispose of the Equipment/Supplies as provided for in this Agreement.

2. COUNTY RESPONSIBILITIES

A. To procure and distribute Equipment/Supplies to the SUBRECIPIENT as provided in the COUNTY'S FDLE JAG Grant Agreement, more specifically, the following Equipment/Supplies will be procured by the COUNTY and distributed to SUBRECIPIENT: one (1) Ballistic Shield.

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

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

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

3. SUBRECIPIENT RESPONSIBILITIES

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

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

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

D. The SUBRECIPIENT shall ensure that all Equipment/Supplies received are used solely for official law enforcement purposes and in compliance with applicable federal, state, and local laws and regulations, including those contained in the DOJ Grants Financial Guide, found at: https://www.ojp.gov/funding/financialguidedoj/iii-postaward-requirements#12-21 (hereinafter "DOJ Grants Guide"), including Section "3.7 Property Standards", which section is attached hereto as **Exhibit A** and incorporated herein by reference.

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

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

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

4. OWNERSHIP OF EQUIPMENT/SUPPLIES

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

5. INSURANCE REQUIREMENTS

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

6. NOTICES

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

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

For the COUNTY:

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

For the SUBRECIPIENT :

Gulf Stream Police Department
246 Sea Road
Gulfstream, FL 33483
Attention: Chief Richard Jones

7. MISCELLANEOUS

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

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

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

8. ENTIRETY OF AGREEMENT

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

9. COUNTERPARTS

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

10. E-VERIFY EMPLOYMENT ELIGIBILITY

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

COUNTY shall terminate this Agreement if it has a good faith belief that SUBRECIPIENT has knowingly violated section 448.09(1), Florida Statutes, as may be amended, if applicable to SUBRECIPIENT as a

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

public employer. If COUNTY terminates this Contract pursuant to the above, SUBRECIPIENT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, SUBRECIPIENT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

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

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Subrecipient certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

12. DIGITAL ACCESSIBILITY COMPLIANCE

Subrecipient acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Subrecipient represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Subrecipient shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Subrecipient shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Subrecipient shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Subrecipient shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

13. LAW AND VENUE; REMEDIES; NO THIRD-PARTY BENEFICIARIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or SUBRECIPIENT.

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

14. ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL

The SUBRECIPIENT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The County shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the SUBRECIPIENT's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the SUBRECIPIENT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second-degree misdemeanor.

15. NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the SUBRECIPIENT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the SUBRECIPIENT represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the SUBRECIPIENT retaliate against any person for reporting instances of such discrimination. The SUBRECIPIENT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. The SUBRECIPIENT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. SUBRECIPIENT shall include this language in its subcontracts.

16. PUBLIC RECORDS

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

A. Keep and maintain public records required by the County to perform services as provided under this Contract.

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The SUBRECIPIENT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the SUBRECIPIENT does not transfer the records to the public agency.

D. Upon completion of the Contract, the SUBRECIPIENT shall transfer, at no cost to the County, all public records in possession of the SUBRECIPIENT unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the SUBRECIPIENT transfers all public records to the County upon completion of the Contract, the SUBRECIPIENT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of the Contract, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically by the SUBRECIPIENT must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

The Remainder of this page intentionally left blank

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

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

COUNTY:
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Signed by:
By: Tanuna Malhotra
4883CFA15DF244D...
County Administrator or Designee

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Signed by:
By: JeanWilliams
8FAB288E8587404...
County Attorney

APPOVED AS TO TERMS
AND CONDITIONS

Signed by:
By: Stephanie Synoha
BB0C30B9979F42E...
Department Director

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

SUBRECIEPIENT:

WITNESS:

Town of Gulf Stream
Name

Signature

Signature

Richard Jones, Police Chief
Name (type or print)

Scott Morgan
Name (type or print)

Mayor
Title

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

EXHIBIT A

DOJ GRANTS FINANCIAL GUIDE
3.7 PROPERTY STANDARDS

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

Disposition. When no longer needed for the originally authorized purpose, intangible property is treated similarly to equipment for disposition purposes. Disposition must occur in accordance with 2 C.F.R. § 200.313(e). In general, intangible property (e.g., a securities instrument or a patent) with a fair market value of $10,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the component; while intangible property valued above $10,000 may be retained or sold, but the component is entitled to compensation for its share of contribution to the cost of the original purchase, minus some selling and handling expenses. See the provisions for disposition of equipment (above) for a summary of these requirements.

See 2 C.F.R. § 200.315 and 2 C.F.R. § 200.448 for additional detailed rules regarding intangible and intellectual property.

Copyrights

To the extent permitted by law, the recipient or subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award.

The grant-making DOJ component reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, for Federal Government purposes (and to authorize others to do so. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories), the following:

- Any work subject to copyright that was developed under an award or subaward; and
- Any work for which ownership was acquired under an award or subaward.

Data Produced Under A Federal Award

With respect to data produced under a Federal award and/or subaward, the grant-making DOJ component has the right to do the following:

- Obtain, reproduce, publish, or otherwise use the data produced under an award; and
- Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Patents, Patent Rights, and Inventions

The recipient or subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued in 37 C.F.R. 401.2 C.F.R. § 200.315(c) and 2 C.F.R. § 200.448.

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

III. Postaward Requirements

3.7 PROPERTY STANDARDS

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

Retention of Property Records

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

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

Intangible Property

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

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

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

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

III. Postaward Requirements

3.7 PROPERTY STANDARDS

Supplies

For supplies acquired under an award, the title to the supplies vests with the recipient upon acquisition. For supplies acquired under a subaward, the title vests with the subrecipient upon acquisition.

- The DOJ component or pass-through entity is entitled to compensation in an amount calculated by multiplying the percentage of the Federal agency's or pass-through entity's contribution towards the costs of the original purchase(s) by the current market value or proceeds from the sale if both of the following apply:
  - The residual inventory of unused supplies exceeds $10,000 in aggregate fair market value at the end of the period of performance.
    - Unused supplies means supplies that are in new condition, not having been used or opened before.
    - The aggregate value of unused supplies consists of all supply types, not just like-item supplies.
  - The supplies are not needed for any other federal award.

Note: Special rules apply for supplies purchased with Byrne JAG funds – see previous discussion.

Real Property Acquired With Federal Funds

Real property means land, including land improvements, structures, and appurtenances thereto, and legal interests in land, including fee interest, licenses, rights of way, and easements. See 2 C.F.R. § 200.1. DOJ funds generally cannot be used for land acquisition unless specifically permitted under the program or terms of the award.

When DOJ funds are used to acquire an interest in real property, or to make improvements to such property (such as through a grant-funded construction or major renovation project), DOJ retains an interest in the property throughout the useful life of the real property acquired, or real-property improvements made, regardless of the end date of the award.

Title. Subject to the obligations and conditions in the award, title to real property acquired or improved under an award or subaward vests upon acquisition in the recipient or subrecipient, as applicable.

- For any real property project using an amount of award funds that is equal to or over four times the simplified acquisition threshold, the grant recipient is required to file a Notice of Federal Interest in the official real property records for the jurisdiction in which the improved or purchased property is located.

Use. Recipients and subrecipients are to use real property acquired, in whole or in part, with Federal funds for the authorized purposes of the original award or subaward as long as needed for that purpose. In some cases, a recipient or subrecipient may receive approval from the agency for a change in use, if the property is no longer needed for its originally funded purpose.

- An inventory report should be maintained which identifies real property acquired, in whole or in part, with Federal funds.
- While the property is being used for the originally authorized purpose, the recipient or subrecipient must not dispose of or encumber its title or other interests, except as provided by the DOJ agency.
  - Easements for utility, cable, and similar services that benefit the real property and are consistent with the authorized use are not considered an encumbrance.

Disposition. When real property is no longer needed for the original award purposes (or another awarding agency-approved purpose), the recipient or subrecipient should obtain disposition instructions from the grant-making DOJ component or pass-through entity, as appropriate.The instructions may allow one of the following:

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

III. Postaward Requirements

3.7 PROPERTY STANDARDS

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

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

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

Federal Equipment

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

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

Replacement of Equipment

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

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

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

3.7 PROPERTY STANDARDS

- If the item has a current per-unit fair market value of more than $10,000 (per unit), the item may be retained or sold, but the awarding DOJ agency will have a right to a specific dollar amount. Calculate this amount by multiplying the percentage of the DOJ agency's contribution towards the original purchase price by the current market value or proceeds from the sale. The seller is also eligible to retain $1,000 of the proceeds to cover expenses associated with the selling and handling of the equipment.

In cases where the recipient or subrecipient fails to take appropriate disposition actions, the awarding DOJ agency may direct other disposition actions.

When included in the award, the DOJ agency may permit the recipient to retain equipment, or authorize a pass-through entity to permit the subrecipient to retain equipment with no further obligation to the Federal government unless prohibited by Federal statute or regulation.

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

3.7 PROPERTY STANDARDS

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

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

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

Disposition of Equipment

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

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

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

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

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

III. Postaward Requirements

3.7 PROPERTY STANDARDS

Ownership of Equipment

Unless more specific rules are identified for a particular grant program, title to equipment acquired under a Federal award will vest in the recipient or subrecipient organization. The legal right of ownership and conditions for use, management, and disposal of equipment are set forth in 2 C.F.R. § 200.313, and are described below.

Use of Equipment

A *State* must use equipment acquired under a Federal award in accordance with State laws and procedures

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

Other recipients and subrecipients, including subrecipients of States and Indian Tribes must use equipment acquired under an award (or subaward) for the authorized program or project purposes for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the original program or project, the equipment may be used in other activities..

- *Use for other Federal projects.* Equipment must be made available for use on other projects or programs currently or previously supported by the Federal government, provided the use does not interfere with the work on the projects or programs for which it was originally acquired. First preference for other use should be given to other programs or projects supported by the DOJ agency.
- *User fees.* User fees should be considered and treated as program income to the project, when appropriate.
- See 2 C.F.R. § 200.307 (Program Income). During the time the Federal government retains an interest in the equipment the recipients or subrecipients must not use equipment acquired with a Federal award to provide services for a fee that is less than a private company would charge for similar services, unless doing so is specifically authorized by law. See 2 C.F.R. § 200.313(c)(3).
- *Replacement equipment.* When acquiring replacement equipment, recipients or subrecipients may either trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment, subject to the written approval of the awarding DOJ agency.
- *Encumbrances.* A recipient or subrecipient must not encumber equipment acquired under a Federal award without approval of the awarding DOJ agency or pass-through entity

Management of Equipment

A *State* must manage equipment acquired under a Federal award in accordance with State laws and procedures. DOJ encourages the States to follow the procedures that are in this *Guide.*
An *Indian Tribe* must manage equipment acquired under a Federal award in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. § 200.313(d), and described below.

Other than States an Indian Tribes, recipients and subrecipients (including subrecipients of States and Indian Tribes) regardless of whether equipment is acquired in part or its entirety under the Federal award must manage equipment (including replacement equipment) utilizing procedures that meet the following requirements:

- ***Property records.*** Property records must include all of the following information:
  - Description of the property
  - Serial number or other identification number

Docusign Envelope ID: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722

III. Postaward Requirements

3.7 PROPERTY STANDARDS

General Principles for Property Acquisition and Management

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

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

ⓘ FINANCIAL MANAGEMENT TIP

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

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

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

Screening and Property Management Systems

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

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

Equipment Ownership, Use, Management, and Disposition

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

docusign

Certificate Of Completion

Envelope Id: BB7955C6-C6B0-8BA0-82F9-43EBCE50A722
Subject: LE Equipment MOU- Town of Gulf Stream
Source Envelope:
Document Pages: 17
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 3
Initials: 0

Status: Completed

Envelope Originator:
Adriane Marcelle
1000 PBIA, Suite 846
West Palm Beach,, FL 33406-1412
amarcell@pbc.gov
IP Address: 151.132.206.250

Record Tracking

Status: Original
9/25/2026 2:16:07 PM

Holder: Adriane Marcelle
amarcell@pbc.gov

Location: DocuSign

Signer Events	Signature	Timestamp
JeanWilliams JWilliam@pbc.gov Security Level: Email, Account Authentication (None)	Signed by: JeanWilliams 6FAB288E8587464... Signature Adoption: Pre-selected Style Using IP Address: 151.132.206.250	Sent: 9/25/2026 2:20:10 PM Resent: 9/25/2026 2:23:06 PM Viewed: 9/28/2026 12:58:03 PM Signed: 9/28/2026 12:58:50 PM
Electronic Record and Signature Disclosure: Accepted: 9/28/2026 12:58:03 PM ID: 382a8684-ed39-428c-81b2-d0de08afde98		
Stephanie Sejnoha ssejnoha@pbc.gov Security Level: Email, Account Authentication (None)	Signed by: Stephanie Sejnoha BB0C30B9979F42E... Signature Adoption: Pre-selected Style Using IP Address: 151.132.206.250	Sent: 9/28/2026 12:58:52 PM Resent: 9/30/2026 8:29:12 AM Viewed: 9/30/2026 10:17:58 AM Signed: 9/30/2026 10:18:08 AM
Electronic Record and Signature Disclosure: Accepted: 9/30/2026 10:17:58 AM ID: 70835e57-beed-40b9-aa5f-e03df7af69ed		
Taruna Malhotra TMalhotr@pbc.gov Security Level: Email, Account Authentication (None)	Signed by: Taruna Malhotra 4883CFA15DF244D... Signature Adoption: Pre-selected Style Using IP Address: 151.132.206.250	Sent: 9/30/2026 10:18:10 AM Viewed: 9/30/2026 11:12:45 AM Signed: 9/30/2026 11:13:05 AM
Electronic Record and Signature Disclosure: Accepted: 9/30/2026 11:12:45 AM ID: 2c501e32-8a66-4536-aa3b-7771274d64ef		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**

Carbon Copy Events	Status	Timestamp
Serenia Page-Beckton spagebec@pbc.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 9/30/2026 11:13:07 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/25/2026 2:20:10 PM
Envelope Updated	Security Checked	9/25/2026 2:23:05 PM
Envelope Updated	Security Checked	9/25/2026 2:23:05 PM
Certified Delivered	Security Checked	9/30/2026 11:12:45 AM
Signing Complete	Security Checked	9/30/2026 11:13:05 AM
Completed	Security Checked	9/30/2026 11:13:07 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Palm Beach County Department of Public Safety via CDW via CarahSoft (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Palm Beach County Department of Public Safety via CDW via CarahSoft:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: spagebec@pbc.gov

To advise Palm Beach County Department of Public Safety via CDW via CarahSoft of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at spagebec@pbc.gov and in the body of such request you must state: your previous

email address, your new email address. We do not require any other information from you to change your email address

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Palm Beach County Department of Public Safety via CDW via CarahSoft

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to spagebec@pbc.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Palm Beach County Department of Public Safety via CDW via CarahSoft

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to spagebec@pbc.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Palm Beach County Department of Public Safety via CDW via CarahSoft as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Palm Beach County Department of Public Safety via CDW via CarahSoft during the course of your relationship with Palm Beach County Department of Public Safety via CDW via CarahSoft.

Docusign Envelope ID: 5DAB6F94-63C6-8B66-8342-FEACB0A64A76

SUBRECIPIENT EQUIPMENT/SUPPLIES DISTRIBUTION AGREEMENT

This Subrecipient Equipment/Supplies Distribution Agreement (hereinafter referred to as the "Agreement") is made as of the 30 day of September, 2026, by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "COUNTY"), and the **Town of Manalapan, on behalf of the Police Department**, a municipal government agency authorized to operate within Town (hereinafter referred to as the "SUBRECIPIENT"), which holds tax-immune status.

BACKGROUND:

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

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

WITNESSETH:

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

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

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

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

1. TERM/TERMINATION

A. The term of this Agreement shall commence on the date on which it is approved by the COUNTY and shall continue until March 31, 2027. Expiration and termination of this Agreement shall not end the SUBRECIPIENT'S obligation to maintain, use, and dispose of the Equipment/Supplies as provided for in this Agreement.

2. COUNTY RESPONSIBILITIES

A. To procure and distribute Equipment/Supplies to the SUBRECIPIENT as provided in the COUNTY'S FDLE JAG Grant Agreement, more specifically, the following Equipment/Supplies will be procured by the COUNTY and distributed to SUBRECIPIENT: three (3) APX Next Radios and Add Ons.

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

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

Docusign Envelope ID: 5DAB6F94-63C6-8B66-8342-FEACB0A64A76

3. SUBRECIPIENT RESPONSIBILITIES

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

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

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

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

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

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

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

4. OWNERSHIP OF EQUIPMENT/SUPPLIES

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

5. INSURANCE REQUIREMENTS

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

6. NOTICES

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

For the COUNTY:

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

Docusign Envelope ID: 5DAB6F94-63C6-8B66-8342-FEACB0A64A76

For the SUBRECIPIENT :

Manalapan Police Department
600 South Ocean Blvd
Manalapan, FL 33462
Attention: Chief Jeffrey Rasor

7. MISCELLANEOUS

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

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

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

8. ENTIRETY OF AGREEMENT

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

9. COUNTERPARTS

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

10. E-VERIFY EMPLOYMENT ELIGIBILITY

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

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

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

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Subrecipient certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or

Docusign Envelope ID: 5DAB6F94-63C6-8B66-8342-FEACB0A64A76

gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

12. DIGITAL ACCESSIBILITY COMPLIANCE

Subrecipient acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Subrecipient represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Subrecipient shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Subrecipient shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Subrecipient shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Subrecipient shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

13. LAW AND VENUE; REMEDIES; NO THIRD-PARTY BENEFICIARIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or SUBRECIPIENT.

14. ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL

The SUBRECIPIENT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The County shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the SUBRECIPIENT's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the SUBRECIPIENT,

Docusign Envelope ID: 5DAB6F94-63C6-8B66-8342-FEACB0A64A76

its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second-degree misdemeanor.

15. NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the SUBRECIPIENT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the SUBRECIPIENT represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the SUBRECIPIENT retaliate against any person for reporting instances of such discrimination. The SUBRECIPIENT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. The SUBRECIPIENT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. SUBRECIPIENT shall include this language in its subcontracts.

16. PUBLIC RECORDS

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

A. Keep and maintain public records required by the County to perform services as provided under this Contract.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The SUBRECIPIENT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

Docusign Envelope ID: 5DAB6F94-63C6-8B66-8342-FEACB0A64A76

Contract term and following completion of the Contract, if the SUBRECIPIENT does not transfer the records to the public agency.

D. Upon completion of the Contract, the SUBRECIPIENT shall transfer, at no cost to the County, all public records in possession of the SUBRECIPIENT unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the SUBRECIPIENT transfers all public records to the County upon completion of the Contract, the SUBRECIPIENT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of the Contract, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically by the SUBRECIPIENT must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

The Remainder of this page intentionally left blank

Docusign Envelope ID: 5DAB6F94-63C6-8B66-8342-FEACB0A64A76

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

COUNTY:
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Signed by:
By: Taruna Malhotra
4883CFA15DF244D...
County Administrator or Designee

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Signed by:
By: JeanWilliams
6FAB288E8587464...
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

Signed by:
By: Stephanie Sejnoha
BB0C30B9979F42E...
Department Director

Docusign Envelope ID: 5DAB6F94-63C6-8B66-8342-FEACB0A64A76

SUBRECIEPIENT:

WITNESS:

Signature

Jeffrey Rasor, Police Chief
Name (type or print)

Town of Manalapan
Name

Signature

Eric Marmer
Name (type or print)

Town Manager
Title

EXHIBIT A

DOJ GRANTS FINANCIAL GUIDE
3.7 PROPERTY STANDARDS

3.7 PROPERTY STANDARDS

General Principles for Property Acquisition and Management

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

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

ⓘ FINANCIAL MANAGEMENT TIP

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

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

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

Screening and Property Management Systems

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

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

Equipment Ownership, Use, Management, and Disposition

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

3.7 PROPERTY STANDARDS

Ownership of Equipment

Unless more specific rules are identified for a particular grant program, title to equipment acquired under a Federal award will vest in the recipient or subrecipient organization. The legal right of ownership and conditions for use, management, and disposal of equipment are set forth in 2 C.F.R. § 200.313, and are described below.

Use of Equipment

A *State* must use equipment acquired under a Federal award in accordance with State laws and procedures

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

Other recipients and subrecipients, including subrecipients of States and Indian Tribes must use equipment acquired under an award (or subaward) for the authorized program or project purposes for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the original program or project, the equipment may be used in other activities..

- *Use for other Federal projects.* Equipment must be made available for use on other projects or programs currently or previously supported by the Federal government, provided the use does not interfere with the work on the projects or programs for which it was originally acquired. First preference for other use should be given to other programs or projects supported by the DOJ agency.
- *User fees.* User fees should be considered and treated as program income to the project, when appropriate.
- See 2 C.F.R. § 200.307 (Program Income). During the time the Federal government retains an interest in the equipment the recipients or subrecipients must not use equipment acquired with a Federal award to provide services for a fee that is less than a private company would charge for similar services, unless doing so is specifically authorized by law. See 2 C.F.R. § 200.313(c)(3).
- *Replacement equipment.* When acquiring replacement equipment, recipients or subrecipients may either trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment, subject to the written approval of the awarding DOJ agency.
- *Encumbrances.* A recipient or subrecipient must not encumber equipment acquired under a Federal award without approval of the awarding DOJ agency or pass-through entity

Management of Equipment

A *State* must manage equipment acquired under a Federal award in accordance with State laws and procedures. DOJ encourages the States to follow the procedures that are in this *Guide.*
An *Indian Tribe* must manage equipment acquired under a Federal award in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. § 200.313(d), and described below.

Other than States an Indian Tribes, recipients and subrecipients (including subrecipients of States and Indian Tribes) regardless of whether equipment is acquired in part or its entirety under the Federal award must manage equipment (including replacement equipment) utilizing procedures that meet the following requirements:

- ***Property records.*** Property records must include all of the following information:
  - Description of the property
  - Serial number or other identification number

3.7 PROPERTY STANDARDS

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

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

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

Disposition of Equipment

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

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

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

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

3.7 PROPERTY STANDARDS

- If the item has a current per-unit fair market value of more than $10,000 (per unit), the item may be retained or sold, but the awarding DOJ agency will have a right to a specific dollar amount. Calculate this amount by multiplying the percentage of the DOJ agency's contribution towards the original purchase price by the current market value or proceeds from the sale. The seller is also eligible to retain $1,000 of the proceeds to cover expenses associated with the selling and handling of the equipment.

In cases where the recipient or subrecipient fails to take appropriate disposition actions, the awarding DOJ agency may direct other disposition actions.

When included in the award, the DOJ agency may permit the recipient to retain equipment, or authorize a pass-through entity to permit the subrecipient to retain equipment with no further obligation to the Federal government unless prohibited by Federal statute or regulation.

3.7 PROPERTY STANDARDS

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

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

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

Federal Equipment

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

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

Replacement of Equipment

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

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

3.7 PROPERTY STANDARDS

Supplies

For supplies acquired under an award, the title to the supplies vests with the recipient upon acquisition. For supplies acquired under a subaward, the title vests with the subrecipient upon acquisition.

- The DOJ component or pass-through entity is entitled to compensation in an amount calculated by multiplying the percentage of the Federal agency's or pass-through entity's contribution towards the costs of the original purchase(s) by the current market value or proceeds from the sale if both of the following apply:
  - The residual inventory of unused supplies exceeds $10,000 in aggregate fair market value at the end of the period of performance.
    - Unused supplies means supplies that are in new condition, not having been used or opened before.
    - The aggregate value of unused supplies consists of all supply types, not just like-item supplies.
  - The supplies are not needed for any other federal award.

Note: Special rules apply for supplies purchased with Byrne JAG funds – see previous discussion.

Real Property Acquired With Federal Funds

Real property means land, including land improvements, structures, and appurtenances thereto, and legal interests in land, including fee interest, licenses, rights of way, and easements. See 2 C.F.R. § 200.1. DOJ funds generally cannot be used for land acquisition unless specifically permitted under the program or terms of the award.

When DOJ funds are used to acquire an interest in real property, or to make improvements to such property (such as through a grant-funded construction or major renovation project), DOJ retains an interest in the property throughout the useful life of the real property acquired, or real-property improvements made, regardless of the end date of the award.

Title. Subject to the obligations and conditions in the award, title to real property acquired or improved under an award or subaward vests upon acquisition in the recipient or subrecipient, as applicable.

- For any real property project using an amount of award funds that is equal to or over four times the simplified acquisition threshold, the grant recipient is required to file a Notice of Federal Interest in the official real property records for the jurisdiction in which the improved or purchased property is located.

Use. Recipients and subrecipients are to use real property acquired, in whole or in part, with Federal funds for the authorized purposes of the original award or subaward as long as needed for that purpose. In some cases, a recipient or subrecipient may receive approval from the agency for a change in use, if the property is no longer needed for its originally funded purpose.

- An inventory report should be maintained which identifies real property acquired, in whole or in part, with Federal funds.
- While the property is being used for the originally authorized purpose, the recipient or subrecipient must not dispose of or encumber its title or other interests, except as provided by the DOJ agency.
  - Easements for utility, cable, and similar services that benefit the real property and are consistent with the authorized use are not considered an encumbrance.

Disposition. When real property is no longer needed for the original award purposes (or another awarding agency-approved purpose), the recipient or subrecipient should obtain disposition instructions from the grant-making DOJ component or pass-through entity, as appropriate.The instructions may allow one of the following:

3.7 PROPERTY STANDARDS

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

Retention of Property Records

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

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

Intangible Property

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

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

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

Disposition. When no longer needed for the originally authorized purpose, intangible property is treated similarly to equipment for disposition purposes. Disposition must occur in accordance with 2 C.F.R. § 200.313(e). In general, intangible property (e.g., a securities instrument or a patent) with a fair market value of $10,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the component; while intangible property valued above $10,000 may be retained or sold, but the component is entitled to compensation for its share of contribution to the cost of the original purchase, minus some selling and handling expenses. See the provisions for disposition of equipment (above) for a summary of these requirements.

See 2 C.F.R. § 200.315 and 2 C.F.R. § 200.448 for additional detailed rules regarding intangible and intellectual property.

Copyrights

To the extent permitted by law, the recipient or subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award.

The grant-making DOJ component reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, for Federal Government purposes (and to authorize others to do so. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories), the following:

- Any work subject to copyright that was developed under an award or subaward; and
- Any work for which ownership was acquired under an award or subaward.

Data Produced Under A Federal Award

With respect to data produced under a Federal award and/or subaward, the grant-making DOJ component has the right to do the following:

- Obtain, reproduce, publish, or otherwise use the data produced under an award; and
- Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Patents, Patent Rights, and Inventions

The recipient or subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued in 37 C.F.R. 401.2 C.F.R. § 200.315(c) and 2 C.F.R. § 200.448.

Docusign Envelope ID: 0A1403BA-7CF9-871A-80B0-4D587CEFD274

Attachment 4

SUBRECIPIENT EQUIPMENT/SUPPLIES DISTRIBUTION AGREEMENT

This Subrecipient Equipment/Supplies Distribution Agreement (hereinafter referred to as the "Agreement") is **made** as of the 30 day of September, 2026, by and between **Palm Beach County,** a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "COUNTY"), and the **Town of Palm Beach, on behalf of the Police Department,** a municipal government agency authorized to operate within the Town (hereinafter referred to as the "SUBRECIPIENT"), which holds tax-immune status.

BACKGROUND:

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

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

WITNESSETH:

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

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

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

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

1. TERM/TERMINATION

A. The term of this Agreement shall commence on the date on which it is approved by the COUNTY and shall continue until March 31, 2027. Expiration and termination of this Agreement shall not end the SUBRECIPIENT'S obligation to maintain, use, and dispose of the Equipment/Supplies as provided for in this Agreement.

2. COUNTY RESPONSIBILITIES

A. To procure and distribute Equipment/Supplies to the SUBRECIPIENT as provided in the COUNTY'S FDLE JAG Grant Agreement, more specifically, the following Equipment/Supplies will be procured by the COUNTY and distributed to SUBRECIPIENT: three (3) Rapid ID ID Visor Smart V2 ID Scanner and Upgrades and three (3) Ballistic Shields.

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

Docusign Envelope ID: 0A1403BA-7CF9-871A-80B0-4D587CEFD274

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

3. SUBRECIPIENT RESPONSIBILITIES

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

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

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

D. The SUBRECIPIENT shall ensure that all Equipment/Supplies received are used solely for official law enforcement purposes and in compliance with applicable federal, state, and local laws and regulations, including those contained in the DOJ Grants Financial Guide, found at: https://www.ojp.gov/funding/financialguidedoj/iii-postaward-requirements#12-21 (hereinafter "DOJ Grants Guide"), including Section "3.7 Property Standards", which section is attached hereto as **Exhibit A** and incorporated herein by reference.

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

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

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

4. OWNERSHIP OF EQUIPMENT/SUPPLIES

A. The SUBRECIPIENT retains ownership of all Equipment/Supplies distributed under this Agreement. The SUBRECIPIENT may transfer, sell, or otherwise dispose of the Equipment/Supplies.

5. INSURANCE REQUIREMENTS

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

Docusign Envelope ID: 0A1403BA-7CF9-871A-80B0-4D587CEFD274

6. NOTICES

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

For the COUNTY:

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

For the SUBRECIPIENT :

Palm Beach Police Department
345 South County Road
Palm Beach, Florida 33480
Attention: Chief Nicholas Caristo

7. MISCELLANEOUS

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

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

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

8. ENTIRETY OF AGREEMENT

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

9. COUNTERPARTS

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

10. E-VERIFY EMPLOYMENT ELIGIBILITY

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

Docusign Envelope ID: 0A1403BA-7CF9-871A-80B0-4D587CEFD274

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

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

Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Subrecipient certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

12. DIGITAL ACCESSIBILITY COMPLIANCE

Subrecipient acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Subrecipient represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Subrecipient shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Subrecipient shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Subrecipient shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Subrecipient shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

13. LAW AND VENUE; REMEDIES; NO THIRD-PARTY BENEFICIARIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Docusign Envelope ID: 0A1403BA-7CF9-871A-80B0-4D587CEFD274

No provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or SUBRECIPIENT.

14. ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL

The SUBRECIPIENT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The County shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the SUBRECIPIENT's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the SUBRECIPIENT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second-degree misdemeanor.

15. NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the SUBRECIPIENT warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the SUBRECIPIENT represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the SUBRECIPIENT retaliate against any person for reporting instances of such discrimination. The SUBRECIPIENT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. The SUBRECIPIENT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. SUBRECIPIENT shall include this language in its subcontracts.

16. PUBLIC RECORDS

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

Docusign Envelope ID: 0A1403BA-7CF9-871A-80B0-4D587CEFD274

A. Keep and maintain public records required by the County to perform services as provided under this Contract.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The SUBRECIPIENT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the SUBRECIPIENT does not transfer the records to the public agency.

D. Upon completion of the Contract, the SUBRECIPIENT shall transfer, at no cost to the County, all public records in possession of the SUBRECIPIENT unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the SUBRECIPIENT transfers all public records to the County upon completion of the Contract, the SUBRECIPIENT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of the Contract, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically by the SUBRECIPIENT must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

The Remainder of this page intentionally left blank

Docusign Envelope ID: 0A1403BA-7CF9-871A-80B0-4D587CEFD274

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

COUNTY:
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Signed by:
By: Tanuna Malhotra
4883CEA15DE244D...
County Administrator or Designee

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Signed by:
By: JeanWilliams
6FAB288E8587464...
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

Signed by:
By: Stephanie Synoha
BB9C30B9079F42E...
Department Director

Docusign Envelope ID: 0A1403BA-7CF9-871A-80B0-4D587CEFD274

SUBRECIEPIENT:

WITNESS:

Town of Palm Beach
Name

Nicholas Caristo Digitally signed by Nicholas Caristo Date: 2026.07.28 12:34:25 -04'00'
Signature

Signature

Nicholas Caristo. Police Chief
Name (type or print)

Danielle H. Moore
Name (type or print)

Mayor
Title

EXHIBIT A

DOJ GRANTS FINANCIAL GUIDE
3.7 PROPERTY STANDARDS

3.7 PROPERTY STANDARDS

General Principles for Property Acquisition and Management

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

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

ⓘ FINANCIAL MANAGEMENT TIP

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

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

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

Screening and Property Management Systems

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

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

Equipment Ownership, Use, Management, and Disposition

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

3.7 PROPERTY STANDARDS

Ownership of Equipment

Unless more specific rules are identified for a particular grant program, title to equipment acquired under a Federal award will vest in the recipient or subrecipient organization. The legal right of ownership and conditions for use, management, and disposal of equipment are set forth in 2 C.F.R. § 200.313, and are described below.

Use of Equipment

A *State* must use equipment acquired under a Federal award in accordance with State laws and procedures

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

Other recipients and subrecipients, including subrecipients of States and Indian Tribes must use equipment acquired under an award (or subaward) for the authorized program or project purposes for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the original program or project, the equipment may be used in other activities..

- *Use for other Federal projects.* Equipment must be made available for use on other projects or programs currently or previously supported by the Federal government, provided the use does not interfere with the work on the projects or programs for which it was originally acquired. First preference for other use should be given to other programs or projects supported by the DOJ agency.
- *User fees.* User fees should be considered and treated as program income to the project, when appropriate.
- See 2 C.F.R. § 200.307 (Program Income). During the time the Federal government retains an interest in the equipment the recipients or subrecipients must not use equipment acquired with a Federal award to provide services for a fee that is less than a private company would charge for similar services, unless doing so is specifically authorized by law. See 2 C.F.R. § 200.313(c)(3).
- *Replacement equipment.* When acquiring replacement equipment, recipients or subrecipients may either trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment, subject to the written approval of the awarding DOJ agency.
- *Encumbrances.* A recipient or subrecipient must not encumber equipment acquired under a Federal award without approval of the awarding DOJ agency or pass-through entity

Management of Equipment

A *State* must manage equipment acquired under a Federal award in accordance with State laws and procedures. DOJ encourages the States to follow the procedures that are in this *Guide.*
An *Indian Tribe* must manage equipment acquired under a Federal award in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. § 200.313(d), and described below.

Other than States an Indian Tribes, recipients and subrecipients (including subrecipients of States and Indian Tribes) regardless of whether equipment is acquired in part or its entirety under the Federal award must manage equipment (including replacement equipment) utilizing procedures that meet the following requirements:

- ***Property records.*** Property records must include all of the following information:
  - Description of the property
  - Serial number or other identification number

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

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

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

Disposition of Equipment

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

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

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

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

3.7 PROPERTY STANDARDS

- If the item has a current per-unit fair market value of more than $10,000 (per unit), the item may be retained or sold, but the awarding DOJ agency will have a right to a specific dollar amount. Calculate this amount by multiplying the percentage of the DOJ agency's contribution towards the original purchase price by the current market value or proceeds from the sale. The seller is also eligible to retain $1,000 of the proceeds to cover expenses associated with the selling and handling of the equipment.

In cases where the recipient or subrecipient fails to take appropriate disposition actions, the awarding DOJ agency may direct other disposition actions.

When included in the award, the DOJ agency may permit the recipient to retain equipment, or authorize a pass-through entity to permit the subrecipient to retain equipment with no further obligation to the Federal government unless prohibited by Federal statute or regulation.

3.7 PROPERTY STANDARDS

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

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

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

Federal Equipment

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

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

Replacement of Equipment

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

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

3.7 PROPERTY STANDARDS

Supplies

For supplies acquired under an award, the title to the supplies vests with the recipient upon acquisition. For supplies acquired under a subaward, the title vests with the subrecipient upon acquisition.

- The DOJ component or pass-through entity is entitled to compensation in an amount calculated by multiplying the percentage of the Federal agency's or pass-through entity's contribution towards the costs of the original purchase(s) by the current market value or proceeds from the sale if both of the following apply:
  - The residual inventory of unused supplies exceeds $10,000 in aggregate fair market value at the end of the period of performance.
    - Unused supplies means supplies that are in new condition, not having been used or opened before.
    - The aggregate value of unused supplies consists of all supply types, not just like-item supplies.
  - The supplies are not needed for any other federal award.

Note: Special rules apply for supplies purchased with Byrne JAG funds – see previous discussion.

Real Property Acquired With Federal Funds

Real property means land, including land improvements, structures, and appurtenances thereto, and legal interests in land, including fee interest, licenses, rights of way, and easements. See 2 C.F.R. § 200.1. DOJ funds generally cannot be used for land acquisition unless specifically permitted under the program or terms of the award.

When DOJ funds are used to acquire an interest in real property, or to make improvements to such property (such as through a grant-funded construction or major renovation project), DOJ retains an interest in the property throughout the useful life of the real property acquired, or real-property improvements made, regardless of the end date of the award.

Title. Subject to the obligations and conditions in the award, title to real property acquired or improved under an award or subaward vests upon acquisition in the recipient or subrecipient, as applicable.

- For any real property project using an amount of award funds that is equal to or over four times the simplified acquisition threshold, the grant recipient is required to file a Notice of Federal Interest in the official real property records for the jurisdiction in which the improved or purchased property is located.

Use. Recipients and subrecipients are to use real property acquired, in whole or in part, with Federal funds for the authorized purposes of the original award or subaward as long as needed for that purpose. In some cases, a recipient or subrecipient may receive approval from the agency for a change in use, if the property is no longer needed for its originally funded purpose.

- An inventory report should be maintained which identifies real property acquired, in whole or in part, with Federal funds.
- While the property is being used for the originally authorized purpose, the recipient or subrecipient must not dispose of or encumber its title or other interests, except as provided by the DOJ agency.
  - Easements for utility, cable, and similar services that benefit the real property and are consistent with the authorized use are not considered an encumbrance.

Disposition. When real property is no longer needed for the original award purposes (or another awarding agency-approved purpose), the recipient or subrecipient should obtain disposition instructions from the grant-making DOJ component or pass-through entity, as appropriate.The instructions may allow one of the following:

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

Retention of Property Records

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

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

Intangible Property

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

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

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

3.7 PROPERTY STANDARDS

Disposition. When no longer needed for the originally authorized purpose, intangible property is treated similarly to equipment for disposition purposes. Disposition must occur in accordance with 2 C.F.R. § 200.313(e). In general, intangible property (e.g., a securities instrument or a patent) with a fair market value of $10,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the component; while intangible property valued above $10,000 may be retained or sold, but the component is entitled to compensation for its share of contribution to the cost of the original purchase, minus some selling and handling expenses. See the provisions for disposition of equipment (above) for a summary of these requirements.

See 2 C.F.R. § 200.315 and 2 C.F.R. § 200.448 for additional detailed rules regarding intangible and intellectual property.

Copyrights

To the extent permitted by law, the recipient or subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award.

The grant-making DOJ component reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, for Federal Government purposes (and to authorize others to do so. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories), the following:

- Any work subject to copyright that was developed under an award or subaward; and
- Any work for which ownership was acquired under an award or subaward.

Data Produced Under A Federal Award

With respect to data produced under a Federal award and/or subaward, the grant-making DOJ component has the right to do the following:

- Obtain, reproduce, publish, or otherwise use the data produced under an award; and
- Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Patents, Patent Rights, and Inventions

The recipient or subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued in 37 C.F.R. 401.2 C.F.R. § 200.315(c) and 2 C.F.R. § 200.448.

Attachment 5

SUBRECIPIENT EQUIPMENT/SUPPLIES DISTRIBUTION AGREEMENT

This Subrecipient Equipment/Supplies Distribution Agreement (hereinafter referred to as the "Agreement") is made as of the 30 day of September, 2026, by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as the "COUNTY"), and the **Florida Atlantic University Board of Trustees, on behalf of the Police Department**, a municipal government agency authorized to operate within Florida Atlantic University (hereinafter referred to as the "SUBRECIPIENT"), which holds tax-immune status.

BACKGROUND:

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

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

WITNESSETH:

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

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

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

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

1. TERM/TERMINATION

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

2. COUNTY RESPONSIBILITIES

A. To procure and distribute Equipment/Supplies to the SUBRECIPIENT as provided in the COUNTY'S FDLE JAG Grant Agreement, more specifically, the following Equipment/Supplies will be procured by the COUNTY and distributed to SUBRECIPIENT: Three (3) Stalker II Radar Units.

Docusign Envelope ID: C2268689-F96E-817B-82EC-DEA9A473805B

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

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

3. SUBRECIPIENT RESPONSIBILITIES

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

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

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

D. The SUBRECIPIENT shall ensure that all Equipment/Supplies received are used solely for official law enforcement purposes and in compliance with applicable federal, state, and local laws and regulations, including those contained in the DOJ Grants Financial Guide, found at: https://www.ojp.gov/funding/financialguidedoj/iii-postaward-requirements#12-21 (hereinafter "DOJ Grants Guide"), including Section "3.7 Property Standards", which section is attached hereto as **Exhibit A** and incorporated herein by reference.

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

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

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

4. OWNERSHIP OF EQUIPMENT/SUPPLIES

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

Docusign Envelope ID: C2268689-F96E-817B-82EC-DEA9A473805B

5. INSURANCE REQUIREMENTS

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

6. NOTICES

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

For the COUNTY:

Palm Beach County Criminal Justice Commission
310 North Olive Ave, Suite 1001
West Palm Beach, FL 33401
Attention: Executive Director Taruna Malhotra

For the SUBRECIPIENT :

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

7. MISCELLANEOUS

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

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

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

8. ENTIRETY OF AGREEMENT

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

9. COUNTERPARTS

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

10. E-VERIFY EMPLOYMENT ELIGIBILITY

SUBRECIPIENT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the

Docusign Envelope ID: C2268689-F96E-817B-82EC-DEA9A473805B

E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) requires in all of its contracts with sub-consultants performing the duties and obligations of this Agreement that they are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

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

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

[Remainder of Page Intentionally Left Blank]

Docusign Envelope ID: C2268689-F96E-817B-82EC-DEA9A473805B

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

COUNTY:
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

Signed by:
By: Tanuna Malhotra, Division Director
4883CFA15DF244D...
County Administrator or Designee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Signed by:
By: Jean Williams
6FAB288E8587464...
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Signed by:
By: Stephanie Sejudia
BB0C30B9979E42F...
Department Director

Docusign Envelope ID: C2268689-F96E-817B-82EC-DEA9A473805B

WITNESS:

DocuSigned by:
Sean Brammer
B1A3ED8405DB406...
Signature

Sean Brammer, Police Chief
Name (type or print)

SUBRECIPIENT:

Florida Atlantic University Board of Trustees
Name

DocuSigned by:
Miriam Campo
F02DD0445B0444B...
Signature

Miriam Campo
Name (type or print)

Associate Vice President, Sponsored Programs
Title

Docusign Envelope ID: C2268689-F96E-817B-82EC-DEA9A473805B

EXHIBIT A

DOJ GRANTS FINANCIAL GUIDE
3.7 PROPERTY STANDARDS

3.7 PROPERTY STANDARDS

Disposition. When no longer needed for the originally authorized purpose, intangible property is treated similarly to equipment for disposition purposes. Disposition must occur in accordance with 2 C.F.R. § 200.313(e). In general, intangible property (e.g., a securities instrument or a patent) with a fair market value of $10,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the component; while intangible property valued above $10,000 may be retained or sold, but the component is entitled to compensation for its share of contribution to the cost of the original purchase, minus some selling and handling expenses. See the provisions for disposition of equipment (above) for a summary of these requirements.

See 2 C.F.R. § 200.315 and 2 C.F.R. § 200.448 for additional detailed rules regarding intangible and intellectual property.

Copyrights

To the extent permitted by law, the recipient or subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award.

The grant-making DOJ component reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, for Federal Government purposes (and to authorize others to do so. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories), the following:

- Any work subject to copyright that was developed under an award or subaward; and
- Any work for which ownership was acquired under an award or subaward.

Data Produced Under A Federal Award

With respect to data produced under a Federal award and/or subaward, the grant-making DOJ component has the right to do the following:

- Obtain, reproduce, publish, or otherwise use the data produced under an award; and
- Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

Patents, Patent Rights, and Inventions

The recipient or subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations issued in 37 C.F.R. 401.2 C.F.R. § 200.315(c) and 2 C.F.R. § 200.448.

3.7 PROPERTY STANDARDS

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

Retention of Property Records

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

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

Intangible Property

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

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

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

3.7 PROPERTY STANDARDS

Supplies

For supplies acquired under an award, the title to the supplies vests with the recipient upon acquisition. For supplies acquired under a subaward, the title vests with the subrecipient upon acquisition.

- The DOJ component or pass-through entity is entitled to compensation in an amount calculated by multiplying the percentage of the Federal agency's or pass-through entity's contribution towards the costs of the original purchase(s) by the current market value or proceeds from the sale if both of the following apply:
  - The residual inventory of unused supplies exceeds $10,000 in aggregate fair market value at the end of the period of performance.
    - Unused supplies means supplies that are in new condition, not having been used or opened before.
    - The aggregate value of unused supplies consists of all supply types, not just like-item supplies.
  - The supplies are not needed for any other federal award.

Note: Special rules apply for supplies purchased with Byrne JAG funds – see previous discussion.

Real Property Acquired With Federal Funds

Real property means land, including land improvements, structures, and appurtenances thereto, and legal interests in land, including fee interest, licenses, rights of way, and easements. See 2 C.F.R. § 200.1. DOJ funds generally cannot be used for land acquisition unless specifically permitted under the program or terms of the award.

When DOJ funds are used to acquire an interest in real property, or to make improvements to such property (such as through a grant-funded construction or major renovation project), DOJ retains an interest in the property throughout the useful life of the real property acquired, or real-property improvements made, regardless of the end date of the award.

Title. Subject to the obligations and conditions in the award, title to real property acquired or improved under an award or subaward vests upon acquisition in the recipient or subrecipient, as applicable.

- For any real property project using an amount of award funds that is equal to or over four times the simplified acquisition threshold, the grant recipient is required to file a Notice of Federal Interest in the official real property records for the jurisdiction in which the improved or purchased property is located.

Use. Recipients and subrecipients are to use real property acquired, in whole or in part, with Federal funds for the authorized purposes of the original award or subaward as long as needed for that purpose. In some cases, a recipient or subrecipient may receive approval from the agency for a change in use, if the property is no longer needed for its originally funded purpose.

- An inventory report should be maintained which identifies real property acquired, in whole or in part, with Federal funds.
- While the property is being used for the originally authorized purpose, the recipient or subrecipient must not dispose of or encumber its title or other interests, except as provided by the DOJ agency.
  - Easements for utility, cable, and similar services that benefit the real property and are consistent with the authorized use are not considered an encumbrance.

Disposition. When real property is no longer needed for the original award purposes (or another awarding agency-approved purpose), the recipient or subrecipient should obtain disposition instructions from the grant-making DOJ component or pass-through entity, as appropriate.The instructions may allow one of the following:

3.7 PROPERTY STANDARDS

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

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

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

Federal Equipment

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

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

Replacement of Equipment

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

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

3.7 PROPERTY STANDARDS

- If the item has a current per-unit fair market value of more than $10,000 (per unit), the item may be retained or sold, but the awarding DOJ agency will have a right to a specific dollar amount. Calculate this amount by multiplying the percentage of the DOJ agency's contribution towards the original purchase price by the current market value or proceeds from the sale. The seller is also eligible to retain $1,000 of the proceeds to cover expenses associated with the selling and handling of the equipment.

In cases where the recipient or subrecipient fails to take appropriate disposition actions, the awarding DOJ agency may direct other disposition actions.

When included in the award, the DOJ agency may permit the recipient to retain equipment, or authorize a pass-through entity to permit the subrecipient to retain equipment with no further obligation to the Federal government unless prohibited by Federal statute or regulation.

3.7 PROPERTY STANDARDS

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

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

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

Disposition of Equipment

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

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

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

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

3.7 PROPERTY STANDARDS

Ownership of Equipment

Unless more specific rules are identified for a particular grant program, title to equipment acquired under a Federal award will vest in the recipient or subrecipient organization. The legal right of ownership and conditions for use, management, and disposal of equipment are set forth in 2 C.F.R. § 200.313, and are described below.

Use of Equipment

A *State* must use equipment acquired under a Federal award in accordance with State laws and procedures

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

Other recipients and subrecipients, including subrecipients of States and Indian Tribes must use equipment acquired under an award (or subaward) for the authorized program or project purposes for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the original program or project, the equipment may be used in other activities..

- *Use for other Federal projects.* Equipment must be made available for use on other projects or programs currently or previously supported by the Federal government, provided the use does not interfere with the work on the projects or programs for which it was originally acquired. First preference for other use should be given to other programs or projects supported by the DOJ agency.
- *User fees.* User fees should be considered and treated as program income to the project, when appropriate.
- See 2 C.F.R. § 200.307 (Program Income). During the time the Federal government retains an interest in the equipment the recipients or subrecipients must not use equipment acquired with a Federal award to provide services for a fee that is less than a private company would charge for similar services, unless doing so is specifically authorized by law. See 2 C.F.R. § 200.313(c)(3).
- *Replacement equipment.* When acquiring replacement equipment, recipients or subrecipients may either trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment, subject to the written approval of the awarding DOJ agency.
- *Encumbrances.* A recipient or subrecipient must not encumber equipment acquired under a Federal award without approval of the awarding DOJ agency or pass-through entity

Management of Equipment

A *State* must manage equipment acquired under a Federal award in accordance with State laws and procedures. DOJ encourages the States to follow the procedures that are in this *Guide.*
An *Indian Tribe* must manage equipment acquired under a Federal award in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 C.F.R. § 200.313(d), and described below.

Other than States an Indian Tribes, recipients and subrecipients (including subrecipients of States and Indian Tribes) regardless of whether equipment is acquired in part or its entirety under the Federal award must manage equipment (including replacement equipment) utilizing procedures that meet the following requirements:

- ***Property records.*** Property records must include all of the following information:
  - Description of the property
  - Serial number or other identification number

3.7 PROPERTY STANDARDS

General Principles for Property Acquisition and Management

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

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

ⓘ FINANCIAL MANAGEMENT TIP

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

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

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

Screening and Property Management Systems

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

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

Equipment Ownership, Use, Management, and Disposition

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