

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**POST OFFICE BOX 1529**  
**LAKE CITY, FLORIDA 32056-1529**

**COLUMBIA COUNTY SCHOOL BOARD ADMINISTRATIVE COMPLEX**  
**372 WEST DUVAL STREET**  
**LAKE CITY, FLORIDA 32055**

**ADDITION**

**August 17, 2023**

**5:30 PM**

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(1) FY23-24 Law Enforcement Salary Assistance Award Agreement

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

**GRANT AWARD**

Recipient:	Columbia County Board of County Commissioners
Project Title:	Law Enforcement Salary Assistance for Fiscally Constrained Counties
Project Start Date:	July 1, 2023
Project End Date:	June 30, 2024
Grant Number:	5V004
Catalog Number:	71.067
Grant Amount:	\$1,378,388.00

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This Agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and Columbia County Board of County Commissioners (herein referred to as "Recipient") on behalf of Columbia County Sheriff's Office (herein referred to as "Recipient's Sheriff") and

WHEREAS the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient's Sheriff in accordance with the terms and conditions set forth in this agreement, and

WHEREAS the Department has available funds resulting from a specific appropriation in The General Appropriations Act, 2023 Legislature, Section 4, Specific Appropriation 1275, intended to provide funding for costs of allowable activities as defined in the agreement, and;

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to carry out the state project identified herein, and, through the Recipient's Sheriff, does offer to perform such services,

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

The General Appropriations Act contains the following proviso language and provides information on the legislative intent for the use of these funds:

"From the funds in Specific Appropriation 1275, \$20,713,800 in recurring funds from the General Revenue Fund is provided for salary increases for deputy sheriffs and correctional officers employed by sheriff's office or boards of county commissioners in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes, as follows:

Baker County Sheriff's Office	\$292,754
Bradford County Sheriff's Office	\$703,809
Calhoun County Sheriff's Office	\$434,740
Columbia County Sheriff's Office	\$1,378,388
Desoto County Sheriff's Office	\$521,994
Dixie County Sheriff's Office	\$690,634
Franklin County Sheriff's Office	\$539,122
Gadsden County Sheriff's Office	\$657,697
Gilchrist County Sheriff's Office	\$486,422
Glades County Sheriff's Office	\$384,974
Gulf County Sheriff's Office	\$246,637
Hamilton County Sheriff's Office	\$271,011
Hardee County Sheriff's Office	\$361,259
Hendry County Sheriff's Office	\$786,812
Highlands County Sheriff's Office	\$1,243,984
Holmes County Sheriff's Office	\$835,559
Jackson County Sheriff's Office	\$1,303,272
Jefferson County Sheriff's Office	\$342,814
Lafayette County Sheriff's Office	\$388,927
Levy County Sheriff's Office	\$1,085,884
Liberty County Sheriff's Office	\$626,077
Madison County Sheriff's Office	\$640,569
Okeechobee County Sheriff's Office	\$1,082,591
Putnam County Sheriff's Office	\$1,481,134
Suwannee County Sheriff's Office	\$794,717
Taylor County Sheriff's Office	\$379,704
Union County Sheriff's Office	\$388,663
Wakulla County Sheriff's Office	\$859,538
Washington County Sheriff's Office	\$785,234
Jackson County Board of County Commissioners	\$610,220
Gulf County Board of County Commissioners	\$108,660

Funds shall be distributed in quarterly advances and reconciled at the conclusion of each state fiscal year. By October 2, 2023, the sheriff's offices shall report to the Florida Sheriff's Association how funds were distributed to officers."

This award is subject to the following special conditions:

- S0001** Prior to distribution of any funding under the terms of this agreement, the Recipient's Sheriff must provide to FDLE's Office of Criminal Justice Grants a Spending Plan which details how salary increases funded under this agreement shall be distributed to officers.
- S0002** The Recipient's Sheriff shall provide to the Florida Sheriff's Association, no later than October 2, 2023, a report detailing how funds were distributed to officers
- S0003** The Recipient's Sheriff must provide to FDLE's Office of Criminal Justice Grants, on a quarterly basis, a completed "Quarterly Payroll Certification Form."

## Section I: Definitions

**Expenditure Tracking:** The actual expenditures made using funds extended under this agreement. Expenditures made with these funds must be tracked separately from other funds, including other salary dollars, and be easily identifiable within the Recipient Sheriff's payroll system.

**Payroll Register:** A ledger report from the Recipient Sheriff's payroll system detailing the amount of salary and benefits paid to each employee impacted under the terms of this agreement.

**Proof of Payment:** Proof of payment may include pay stubs, payroll registers, and timesheets, and must be maintained and made available to the Department upon request and/or during monitoring.

**Quarterly Payroll Certification Form:** A report certifying payroll amounts paid to each employee whose salary is impacted under the terms of this agreement. The Recipient's Sheriff shall use the Quarterly Payroll Certification Form provided by FDLE. The payroll report must provide all information requested, including:

1. The gross amount of salary and benefits paid to each affected employee from funds allocated in the local operating budget.
2. The gross amount of salary and benefits paid to each affected employee from funds advanced under the terms of this contract which support a salary increase over and above that paid from the agency's local operating budget.

**Quarterly Reporting Periods:** For purposes of this agreement, Quarterly Reporting Periods are based upon the 2023-2024 fiscal year for the State of Florida, which begins July 1, 2023 and ends June 30, 2024.

**Spending Plan:** A document provided by the Recipient's Sheriff detailing the manner in which the salary increases funded under this agreement shall be distributed to officers.

## Section II: Project Overview

**Project Title:** Law Enforcement Salary Assistance for Fiscally Constrained Counties

**Recipient Organization:** Columbia County Board of County Commissioners

**Project Period:** July 1, 2023 to June 30, 2024

### **Purpose and Scope:**

The 2023-24 budget for the State of Florida, passed by the Florida Legislature and signed by Governor Ron DeSantis on June 15, 2023, includes an appropriation of \$20,713,800 in recurring funds to FDLE to provide "for salary increases for deputy sheriffs and correctional officers employed by sheriff's offices or boards of county commissioners in fiscally constrained counties, as defined in section 218.67(1), Florida Statutes."

The amount provided to each fiscally constrained county is established by the 2023-2024 General Appropriations Act and the funds received by FDLE as a result of this appropriation will be passed through to those counties in the prescribed amounts. Disbursements will be made in equal, quarterly distributions, provided that contract conditions are met.

In accordance with statute, funds advanced under the terms of this agreement must be utilized by the Recipient's Sheriff for salary increases to deputy sheriffs and correctional officers employed by the Sheriff's Office of the Recipient. The Recipient, through its Sheriff's Office, shall perform all tasks and activities, and provide budget, expenditure, performance, and other reports as prescribed herein or required by statute.

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

Expenditures of state financial assistance shall be compliant with laws, rules, and regulations specified in Florida Statutes including, but not limited to, the following:

- The Single Audit Act, Chapter 215.97, Florida Statutes;
- Agreements Funded with State Financial Assistance, Chapter 215.971, Florida Statutes; and
- Transparency in Government Spending, Chapter 215.985, Florida Statutes.

#### **Recipient and Recipient's Sheriff Responsibilities:**

Through its Sheriff's Office, the Recipient shall provide county law enforcement and corrections services on a regular and ongoing basis during the 2023-2024 contract period.

The Recipient Sheriff's Office will strive to maintain adequate staffing levels and services based upon the specific needs of the community it serves and in accordance with established policies and procedures.

The Recipient shall provide a copy of the current year's annual budget for the Sheriff's Office with the executed copy of this agreement. In addition, the Recipient's Sheriff must provide a copy of the Recipient Sheriff's spending plan for distribution of this funding. No funds will be advanced prior to receipt of these items. Additionally, a copy of the 2023-2024 budget for the Sheriff's Office must be provided at the beginning of the Recipient's fiscal year, but no later than November 1, 2023.

Funding provided to the Recipient will not exceed the amount specified in the 2023-24 General Appropriations Act. Allowable costs are limited to salaries and benefits for deputy sheriffs and corrections officers employed by the Recipient Sheriff's Office.

#### **Deliverables:**

As stated in the scope and responsibilities above, the Recipient will provide, through its Sheriff's Office, ongoing law enforcement and corrections services, where applicable, to the community it serves. The Recipient's Sheriff shall ensure files are maintained to substantiate the hours of law enforcement and corrections services provided and the amounts paid for those services. Expenditures paid under this agreement are intended to provide increases to salaries currently paid by Recipient's Sheriff to deputy sheriffs and corrections officers who provide those services. Supporting documentation for the deliverables and use of funds must be made available to FDLE in accordance with specifications and deadlines prescribed herein.

For payment purposes, the Recipient will receive a quarterly advance initiated by the Department after its return of this executed agreement, Spending Plan, and current Sheriff's Office budget.

Any state funds provided to the Recipient under this agreement that are determined to be utilized for ineligible expenditures, or which remain unspent at the end of the **state** fiscal year (June 30, 2024), must be returned to the Department no later than July 31, 2024. The Department's determination of acceptable expenditures shall be conclusive.

#### **Financial Consequences and Other Requirements:**

If the Recipient's Sheriff's Office fails to provide law enforcement or corrections services as outlined in this Agreement, additional distributions of cash will be withheld. Future funding under this program may also be jeopardized.

In the event the Recipient's Sheriff's Office ceases provision of law enforcement or corrections services during this contract period, a final report shall be submitted to the Department which includes the actual salary costs of impacted employees from the beginning of this contract through the date the provision of services ceased. The actual costs will be compared to the distributions to date, and any state funds in excess of eligible funds expended must be refunded to the Department by July 31, 2024.

### **Section III: Payments and Financial Reports**

Funds will be disbursed to the Recipient based upon the amount specified in the 2023-2024 General Appropriations Act for this purpose. Prior to any distribution of funding, the following must be provided to the Department: copy of this fully executed contract; and

- A Spending Plan detailing the method of distribution for these salary dollars; and
- A copy of the current fiscal year budget for the Recipient's Sheriff.

Upon execution of this agreement and provision of the required items detailed above, the Recipient shall be eligible to receive quarterly payments as outlined in this agreement. Advance payments will be issued in equal, quarterly disbursements, no earlier than July 1, 2023. Funding provided under this program is subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

The Recipient and Department agree that quarterly certification reports and payroll registers shall be provided by the 15<sup>th</sup> day of the month following the end of each fiscal year quarter, specifically:

- October 15, 2023
- January 15, 2024
- April 15, 2024
- July 15, 2024

The Recipient may only retain funds up to an amount equal to the actual amount of salary increases paid to deputy sheriffs and correctional officers employed by the Sheriff's Office between July 1, 2023 and June 30, 2024. After the close of the 2023-2024 state fiscal year, the amount distributed under this agreement will be compared to the actual amount of payroll expenditures as disclosed in the required "Quarterly Payroll Certification Form." Any state funds received in excess of the supplemental salary amount paid, as well as any balance of unobligated funds, must be refunded to the Department no later than July 31, 2024 or 31 days after notification by the Department.

Expenditures incurred outside the agreement period (July 1, 2023 – June 30, 2024) are not eligible to be paid with these funds.

The Recipient and the Recipient's Sheriff must establish procedures to accept payments during the contract period and maintain supporting documentation including payroll registers, general ledgers, paystubs, and timesheets as proof of payment for all expenditures made with state funds distributed under the terms of this agreement.

No request for payment shall be made, nor shall any such request be honored, for any activity not covered by this agreement; and no monies distributed to the Recipient shall be used for any purpose or to fund any operations unrelated to this agreement.

## Appendix A: Administration

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

Grant Manager		Chief Official Contact	
Name		Name	
Title		Title	
Address		Address	
City/ST/Zip		City/ST/Zip	
Phone		Phone	
Email		Email	

Chief Financial Officer		Alternative Point-of-Contact	
Name		Name	
Title		Title	
Address		Address	
City/ST/Zip		City/ST/Zip	
Phone		Phone	
Email		Email	

Official Payee	
Name	
Title	
Address	
City/ST/Zip	
Phone	
Email	
FEID #	

**Grant Manager:** This individual serves as the primary point of contact for the grant, project activities, responsible for all performance and financial reporting, and overall compliance with the grant agreement.

**Chief Official:** This individual is the head of the recipient agency. **Note:** If using a Chief Official Designee, the application must include a copy of the written authorization of signature authority (official letter from the chief official, ordinance, charter, etc.) approving the individual for signature authority.

**Chief Financial Officer:** This individual is responsible for the entity's accounting system, financial and records management, and certifying the financial claim reports that are submitted for payment.

**Alternative Point-of-Contact:** This individual serves as the alternative point-of-contact for this award if the primary point-of-contact is unavailable.

**Official Payee:** This individual is the person to whom payments will be remitted on behalf of the Recipient.

## Appendix B: State Financial Assistance Standard Conditions

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

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

### I. PAYMENTS

#### Overpayments

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

Any balance of unobligated cash that have been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the state.

### II. PROJECT AND GRANT MANAGEMENT

#### Personnel Changes

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

#### Obligation of Grant Funds

Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

#### Financial Management

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

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

Recipient must have written procedures for procurement transactions.

#### Travel

Costs for travel are not allowable under this grant agreement.

#### Subcontracts

Subcontracts are not allowable under the terms of this agreement.

#### Grant Adjustments

Grant adjustment under this agreement are limited as all of the funds are intended for one purpose. Recipients must submit a grant adjustment to the FDLE grant manager for substantive changes to its Spending Plan, implementation schedules, or Project Director as set forth in the approved agreement.

Adjustments are required when there will be a change affecting 10% or more of the total budget as outlined in the Spending Plan.

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

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

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

### III. MANDATORY DISCLOSURES

#### Conflict of Interest

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

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

#### Violations of Criminal Law

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

#### Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants



any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

#### **Restrictions and certifications regarding non-disclosure agreements and related matters**

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

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

#### **IV. COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS**

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

##### **Civil Rights**

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

##### **E-Verify**

The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act.

Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

##### **Lobbying Prohibited**

The Recipient shall comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

##### **Public Records**

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

##### **Legal Authorization**

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the

undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

#### **Independent Contractor, Subcontracting and Assignments**

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

#### **Notice of Legal Actions**

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

#### **Property**

The purchase of or improvements to real property are not allowable under this agreement.

#### **Background Check**

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

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

### **V. RECORDS, AUDITS AND DATA SECURITY**

#### **Records, Retention**

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

(5) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Agreement, at no additional cost to the Department.

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

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

#### **Audits**

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

In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Florida Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

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

If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have

an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

Pursuant to section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

Pursuant to Section 216.1366, Florida Statutes, in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

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

Copies of financial reporting packages required by of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement at:

ATTN: Cody Menacof  
Florida Department of Law Enforcement  
Office of Criminal Justice Grants  
Post Office Box 1489  
Tallahassee, Florida 32302-1489

The Auditor General's Office at:

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

### **Monitoring**

The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests

related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP).

The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with section 215.971, Florida Statutes. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

### **Property Management**

The purchase of property and equipment is not allowable under the terms of this agreement.

### **Recipient's Confidential and Exempt Information**

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

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

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

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

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

### **Financial Penalties for Failure to Take Corrective Action**

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

### **Termination**

The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and section 119.07(1), Florida Statutes

The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this Agreement, the Department may terminate the Agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Agreement. The Department's failure to demand performance of any provision of this Agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any

provision of this Agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement.

No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole.

The agreement may be executed in any number of counterparts, any one of which may be taken as an original.

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

### **Disputes and Appeals**

The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Fla.

Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes. After receipt of a petition for alternative dispute resolution, the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this Agreement.

**Liability**

Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless

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

Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract.

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

## Signatures

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

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

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

Signature: \_\_\_\_\_

Typed Name and Title: Cody Menacof, Bureau Chief

Date: \_\_\_\_\_

**Recipient  
Columbia County Board of County Commissioners**

Signature: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_