

**Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
And
City of Hollywood**

This Agreement is entered into by and between the Florida Department of Law Enforcement with headquarters in Tallahassee, Florida (herein referred to as the "Department"), and the City of Hollywood (herein referred to as the "Recipient"), located in Hollywood, Florida; 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 does offer to perform such services, and

WHEREAS, the Department has a need for such services and does hereby agree to provide state financial assistance to Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, the Department has authority pursuant to Chapter 2016-66, Laws of Florida, Section 4, Specific Appropriation 1224, Grants and Aids, Special Projects, for a single non-recurring grant provided to the Recipient for the City of Hollywood for installing, operating and maintaining street lights in the Liberia neighborhood, to disburse the funds under this agreement.

OVERVIEW AND FUNDING

I. Term of Agreement

Agreement is effective from 07/01/2016 to 06/30/2017.

II. Program Activities and Scope of Work

The Department will provide state financial assistance to the Recipient not to exceed \$150,000, for the purpose of installing, operating and maintaining street lights in the Liberia neighborhood. The Recipient will work in conjunction with the jurisdiction's designated utility provider, Florida Power & Light (FPL), in collaboration with the Hollywood Police Department and Department of Public Works to facilitate a lighting improvement initiative to enhance security with the goal of reducing criminal activity within the Liberia neighborhood.

III. Deliverables, Performance Reports and Financial Consequences

The Recipient will retrofit existing light fixtures and infrastructure on street light poles with upgraded LED lighting for major travel corridors as well as neighborhood streets.

The Recipient will be reimbursed approximately \$2,240.00 for professional services. The design engineering phase will begin approximately 4-6 weeks before the installation of street lights in the Liberia neighborhood.

The Recipient agrees to furnish the Department with copies of all subcontracts or related agreements, including copies of permits, inspections, and other certifications to support progress of activities funded through this agreement.

The Recipient will be reimbursed approximately \$111,998.42 to modify 122 existing luminaires/lighting fixtures on 122 FPL poles within the Liberia neighborhood upon completion of milestone deliverables listed in the contract. A map of the Liberia neighborhood outlining the 122 poles to be upgraded and a timeline for the project's activities will be provided to the Department within 30 days of the execution of this agreement or after approval by the city.

Milestone Deliverables:

May 2017

- Raleigh Street. N. 24th Ave. to N. 22nd Ave. 4 - Cobra head fixtures 150 watt HPS 120 volt. 4 - Barn light fixtures 70 watt HPS. 120 volt
- Hood Street. Oakwood Blvd to N. 22nd Ave. 1 - Cobra head fixture 150 watt HPS 120 volt. 5 - Barn lights 70 watt HPS 120 volt
- Farragut Street. N. 24th Ave. to N. 22nd Ave. 5 - Cobra head fixtures 150 watt HPS 120 volt. 3 - Barn lights 70 watt HPS 120 volt
- Simms Street. N. 24th Ave. to N. 22nd Ave. 4 - Cobra head fixtures 150 watt HPS 120 volt. 4 - Barn lights 70 watt HPS 120 volt
- Atlanta Street. N. 24th Ave. to N. 22nd Ave. 4 - Cobra head fixtures 150 watt HPS 120 volt. 3 - Barn lights 70 watt HPS 120 volt
- Forrest Street. N. 24th Ave. to N. 22nd Ave. 2 - Cobra head fixtures 150 watt HPS 120 volt. 3 - Barn lights 70 watt HPS 120 volt

June 2017

- Douglas Street. N. 24th Ave. to N. 22nd Ave. 5 - Barn lights 70 watt HPS 120 volt
- Cody Street. N. 24th Ave. to N. 22nd Ave. 4 - Barn lights 70 watt HPS 120 volt
- Greene Street. N. 24th Ave. to N. 22nd Ave. 6 - Barn lights 70 watt HPS 120 volt
- Charleston Street. N. 24th Ave. to N. 22nd Ave. 6 - Barn lights 70 watt HPS 120 volt
- McClellan Street. N. 24th Ave. to N. 22nd Ave. 1 - Cobra head fixture 150 watt HPS 120 volt. 6 - Barn lights 70 watt HPS 120 volt
- Pershing Street. N. 24th Ave. to N. 22nd Ave. 2 - Cobra head fixtures 150 watt HPS 120 volt. 6 - Barn light 70 watt HPS 120 volt
- Evans Street. 3 - Cobra head fixtures 200 watt HPS 120 volt
- Sheridan Street to Pershing on N. 24th Ave. 12 - Cobra head fixtures 150 watt HPS 120 volt
- 400 watt HPS 120 volt. Owned by FPL. 4 - Barn lights 70 watt HPS 120 volt
- 23rd Ave. from Sheridan Street to Stirling Road. 2 - Cobra head fixtures 70 watt HPS 120 volt. 22- Barn lights 70 watt HPS 120 volt
- 22nd Ave. Sheridan street to Stirling road. West side of street 4 - Cobra head fixtures 250 watt HPS 120 volt. East side of street 2 - Barn lights 70 watt HPS 120 volt
- N. 28th Ave. and Bruce terr. 4 - Barn lights 70 watt HPS 120 volt

To document that services were provided and received as described herein, the Recipient shall compile and submit quarterly programmatic reports, due within 15 days of the end of each reporting period. Receipt of funds is contingent on timely reporting. For the purposes of this agreement, quarters (reporting periods) are defined as July – September 2016, October – December 2016, January – March 2017 and April – June 2017.

The report shall detail the progress of all project activities, accomplishments and measurable outcomes related to the tasks. The report shall include a summary of project progress, indicating percentage of completion, information regarding the processes or resources used during the reporting period, and photographs of progress. The report shall also address any issues or events which affect the ability of the Recipient to meet the terms of this agreement.

Legislative proviso language requires that the Department provide a detailed performance report to the House and Senate Appropriations Committee for each project funded through state financial assistance and identified in Appropriation 1224. Additionally, the Department must provide quarterly reports to the Executive Office of the Governor on the status of contract deliverables and Recipient's return on investment for the state of Florida. Performance reports submitted by the Recipient will be used by the Department for these purposes.

IV. Distribution and Payments

The Department agrees to reimburse the Recipient for allowable costs resulting from the obligations incurred during the agreement period for eligible activities described herein. Recipient must include supporting documentation with the request for reimbursement.

Recipient will provide the Department with invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures, in sufficient detail for pre- and post-audit thereof. Invoices must be submitted in accordance with the time requirements specified and must also comply with the following:

- Invoices must be legible and clearly reflect the goods/services that were provided in accordance with the terms of the agreement for the invoice period. Payment does not become due under the agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by the Department.
- Invoices must be submitted using the forms provided in Attachment A and contain the Recipient's name, address federal employer identified number or other applicable identification number, the agreement number, the invoice number and the invoice period. The Department may require additional information from Recipient that the Department or State deems necessary to process an invoice.

The Recipient will be reimbursed upon submission of paid invoices by the Recipient for OCO and contractual services that support the install, operation and maintenance of street lights for the Liberia neighborhood. The Recipient may submit invoices monthly, quarterly or semiannually for payment by the Department. The Recipient will provide the Department with a statement from a licensed engineer certifying that the specified work is complete.

The Recipient agrees to provide supporting documentation with each request for payment, to verify that the invoiced costs:

- were incurred during the agreement period;
- are specifically for the project represented to the State in the budget appropriation;
- have been paid.

Supporting documentation will accompany all requests for reimbursement and will be used to verify funds were expended in accordance with the agreement. Specific documentation may include, but is not limited to:

- copies of original invoices and supporting documentation for subcontractor payments;
- receipts and canceled checks or financial institution electronic funds transfers;
- certification by a licensed engineer using industry acceptable forms, or the substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
- photographs of the project; and
- a copy of all applicable executed lien releases from contractors for whose work reimbursement is sought with actual invoices.

Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for the Department to meet requirements in Section 215.971(2)(c), F.S. This includes copies of original receipts, invoices, canceled checks or EFT records, etc.

All final requests for reimbursement of expenditures for this agreement will be submitted to the Department no later than 30 days after the termination of the agreement. If the Recipient fails to do so, the Department, in its sole discretion, may refuse to honor any requests submitted after

this time period and may consider the Recipient to have forfeited any and all rights to payment under this agreement.

Recipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference_guide/Reference_Guide_For_State_Expenditures.pdf).

V. Return or Recoupment of Funds

Recipient shall refund to the Department any balance of unobligated funds which were advanced or paid to Recipient.

Recipient shall refund to the Department all funds paid in excess of the amount to which the Recipient or its subcontractors or entities under the terms and conditions of the agreement.

Recipient shall return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms of this agreement that were disbursed to the Recipient by the Department. In the event the Recipient or its independent auditor discovers that overpayment has been made, Recipient shall repay said overpayment within forty (40) calendar days without prior notification from the Department. In the event the Department discovers an overpayment has been made, the Department will notify the Recipient by letter. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Department's contract manager and made payable to the "Department of Law Enforcement."

STANDARD CONDITIONS

The Recipient agrees to be bound by the following standard conditions:

1. 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.
2. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post audit thereof.
3. 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.
4. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this agreement by the Department.

5. Expenditures of state financial assistance shall be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.
6. This agreement subjects the Department to charges only for allowable costs resulting from obligations incurred during the term of the agreement.
7. 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.
8. Any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Department.
9. 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.

TERMS OF AGREEMENT

MODIFICATION

Either party may request changes to, or modification of this agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this agreement.

RECORDKEEPING

All original records pertinent to this agreement shall be retained by the Recipient for five years following the date of termination of this agreement or of submission of the final close-out report, whichever is later, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.
3. Records relating to real property acquisition shall be retained for five years after closing of title.

All records, including supporting documentation of all program costs and expenditures, shall be sufficient to determine compliance with the requirements and objectives of the Florida Single Audit Act and all other applicable law and regulations.

The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

LIABILITY

Unless 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 or subdivision 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 City of Hollywood's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

MANDATORY DISCLOSURE REQUIREMENTS

1. **Conflict of Interest:** This agreement is subject to Chapter 112, F.S. Recipient shall disclose to the Department the name of any officer, director, employee, or other agent who is also an employee of the State. Recipient shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Recipient or its affiliates.
2. **Convicted Vendors:** Recipient shall disclose to the Department if it, or any of its affiliates, as defined in Section 287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
3. **Vendors on Scrutinized Companies Lists:** If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or engaged in business operations in Cuba or Syria.

In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

4. **Discriminatory Vendors:** Recipient shall disclose to the Department if it or any of its affiliates, as defined by Section 287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134, F.S. may not:
 - a. submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity;
 - b. submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work;
 - c. submit bids, proposals, or replies on leases of real property to a public entity;
 - d. be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or
 - e. transact business with any public entity.

AUDIT REQUIREMENTS

The Recipient, as classified by the Department of Financial Services for receiving State Financial Assistance, is subject to the Florida Single Audit Act (FSAA), 215.97 F.S. The Department of Financial Services will perform an audit of this agreement and the grant manager's records in order to ensure that adequate internal controls are in place for complying with the terms and conditions of such agreements and for validation and receipt of goods and services.

Recipient shall maintain all funds provided under this agreement in a separate bank account, or Recipient's accounting system shall have sufficient internal controls to separately track the funds from this agreement. There shall be no commingling of funds provided under this agreement with any other funds,

projects, or programs. The Department may, in its sole discretion, disallow costs that result from purchases made with commingled funds.

The Department, the Chief Financial Officer of the State of Florida, and the Auditor General of the State of Florida and their duly authorized representatives shall have access to Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department of Law Enforcement staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Law Enforcement. In the event the Department of Law Enforcement determines that a limited scope audit of the recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department of Law Enforcement staff to the recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

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, 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 Department of Law Enforcement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), 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 nonstate 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.

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:

A. The Department of Law Enforcement at each of the following addresses:

ATTN: Petrina T. Herring
Florida Department of Law Enforcement

Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

B. The Auditor General's Office at the following address:

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

DEFAULT, ADDITIONAL FINANCIAL CONSEQUENCES, REMEDIES, AND TERMINATION

If the necessary funds are not available to fund this agreement as a result of action by the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Recipient in this agreement or any previous agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.
3. If any reports or documentation for invoices required by this agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;
4. If the Recipient has failed to perform and complete in timely fashion any of the services required under this agreement.

If the Recipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for the industry, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments until the deficiency is cured, tendering only partial payments, imposition of other financial consequences per FDLE Special Conditions (as applicable), and termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on Recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

Upon the happening of an Event of Default, then the Department may, at its option, upon written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

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

2. Commence an appropriate legal or equitable action to enforce performance of this agreement;
3. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;
4. Exercise any other rights or remedies which may be otherwise available under law;

The Department may terminate this agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

The Recipient shall return funds to the Department if found in non-compliance with laws, rules, regulations governing the use of the funds or this agreement.

This agreement may be terminated by the written mutual consent of the parties.

Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

NOTICE AND CONTACT

All notices provided under or pursuant to this agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this agreement. The name and address of the Department contract and grant manager for this agreement is:

Petrina T. Herring
Bureau Chief
Florida Department of Law Enforcement
Post Office Box 1489
Tallahassee, Florida 32302-1489

The name and address of the Representative of the Recipient responsible for the administration of this agreement is:

Chief Official
Josh Levy
Mayor
City of Hollywood
2600 Hollywood Boulevard
Hollywood, Florida 33020

In the event that different representatives or addresses are designated by either party after execution of this agreement, notice of the name, title and address of the new representative will be rendered as provided in the manner stated above.

OTHER PROVISIONS

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.

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

With respect to any Recipient which is not a local government or state agency, and which receives funds under this agreement from the federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. Have not, within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 11(g)2. of this certification; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this agreement.

SUBCONTRACTS

Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this Agreement, and will not assign the responsibility for this Agreement to another party. If

the Recipient subcontracts any or all of the work required under this agreement, a copy of the executed subcontract must be forwarded to the Department within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Recipient agrees that all employees, subcontractors, or agents performing work under the Agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to furnish a copy of technical certification or proof of qualification upon request.

The Department may conduct, and Recipient shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Recipient.

STATE LOBBYING PROHIBITION

The Recipient agrees to abide by Section 216.347, F.S. 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.

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.

PAYMENTS

Pursuant to Section 215.422, F.S., the Department shall issue payments within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the agreement. Failure to issue the warrant within 40 days may result in the Department paying interest at a rate as established pursuant to Section 55.03(1), F.S. The interest penalty, if applicable, shall be paid within 15 days after issuing the warrant.

Persons experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 488-2924 or by calling the State Comptroller's Hotline at 1-800-848-3792.

In witness thereof, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

ATTACHMENTS

Attachment A: Invoicing Requirements

RECIPIENT

By: _____
Name and Title: Josh Levy
Mayor
Date: _____
SAMAS #: _____
Federal ID #: _____

DEPARTMENT OF LAW ENFORCEMENT

By: _____
Name and Title: Petrina Tuttle Herring
Bureau Chief
Date: _____

Attachment A

Florida Department of Law Enforcement Office of Criminal Justice Grants Request for Reimbursement State Financial Assistance	
Contract #:	
Participating Agency:	
FEID #:	
Address:	Billing Period:
	Invoice #:
Budget Category	Category Total
OCO	
Expenses/Equipment	
Contractual Services	
Total Claim Amount	

I hereby certify that the above costs are true and valid costs incurred in accordance with the agreement and do not exceed the annual cost limitations.

Date: _____ Signed: _____

Participating Agency Chief Official

 Typed Name Chief Official

Attachment A

**Expenditure Detail Report
OCO, Expenses/Equipment and Contractual Services**

Participating Agency:		Contract #:	Billing Period:		Invoice #:
Vendor	Description	PO Number	Date Paid	Check Number	Total Expense Item Charged to Project
TOTAL EXPENSES:					