



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1L

Today's Date: 11/14/2024

DOCUMENT TITLE: Motion Approving Program Participation and Execution of an Agreement under the FY2024-2025 State School Security Assessment Program - \$36,339.32

COMM. MTG. DATE: 11/07/2024 CAM #: 24-0924 ITEM #: CM-5 CAM attached: YES NO

Routing Origin: Police Router Name/Ext: D. Bhaggan/x5284 Action Summary attached: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

CIP FUNDED: YES NO

1) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 1

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: _____ Julie Steinhardt _____
Attorney's Name Initials

2) City Clerk's Office: # of originals: 1 Routed to: Donna V./Amber C./CMO Date: 11/15/24

3) City Manager's Office: CMO LOG #: _____ Document received from: CCO

Assigned to: SUSAN GRANT (Acting City Manager) ANTHONY FAJARDO (Assistant City Manager)
LAURA REECE (Acting Assistant City Manager) BEN ROGERS (Acting Assistant City Manager)
SUSAN GRANT as Acting CRA Executive Director

APPROVED FOR S. GRANT'S SIGNATURE N/A FOR S. GRANT TO SIGN

PER ACM: Anthony Fajardo _____ (Initial/Date)
PER AACM: Laura Reece _____ (Initial/Date) Ben Rogers _____ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to Mayor CCO Date: 11/16/24

4) Mayor/CRA Chairman: Please sign as indicated.
Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Scan original and forwards 1 originals to: Dayna Bhaggan/Police

Attach _____ certified Reso # _____ YES NO Original Route form to Dayna Bhaggan/Police

- CM-1** [24-0977](#) Motion Approving an Outdoor Event Agreement with WLF Ventures, LLLP for the Fort Lauderdale Water Lantern Festival - (Commission District 3)
APPROVED
Yea: 5 - Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis
- CM-2** [24-1022](#) Motion Approving Outdoor Event Agreements with Yogithot LLC for the Fall and Winter Fitness Bash Events - (Commission District 2)
REMOVED FROM AGENDA
- CM-3** [24-0727](#) Motion Accepting the Annual Comprehensive Financial Report for the fiscal year which ended September 30, 2023, for Submittal to the Florida Auditor General - (Commission Districts 1, 2, 3 and 4)
APPROVED
Yea: 5 - Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis
- CM-4** [24-0797](#) Motion Approving the First Amendment to the Lease Agreement Between Lakeview Plaza, Inc., and the City of Fort Lauderdale for a Portion of City-Owned Property Located at 6000 Hawkins Road, Fort Lauderdale, Florida 33309 - (Commission District 1)
APPROVED
Yea: 5 - Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis
- CM-5** [24-0924](#) Motion Approving Program Participation and Execution of an Agreement under the FY 2024-2025 State School Security Assessment Program - \$36,399.32 - (Commission Districts 1, 2, 3 and 4)
APPROVED
Yea: 5 - Commissioner Sturman, Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman and Mayor Trantalis



TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: November 7, 2024

TITLE: Motion Approving Program Participation and Execution of an Agreement
under the FY 2024-2025 State School Security Assessment Program -
\$36,399.32 - **(Commission Districts 1, 2, 3 and 4)**

Recommendation

Staff recommends the City Commission approve a motion authorizing the participation in and execution of a grant agreement for the FY 2024-2025 State School Security Assessment Program (SSAP).

Background

The State School Assessment Program as administered by the Florida Department of Law Enforcement (FDLE) provides funding for local law enforcement agencies to support the following activities:

- conduct physical site security assessments for, and provide reports to, Florida private schools with recommendations on improving infrastructure and safety;
- assist Florida private schools in developing active assailant response protocols, as well as develop/implement training related to active assailant responses (i.e., drills for students and school personnel); and/or
- consult with private schools in implementing a threat management program.

Participating Agencies may seek reimbursement for personnel costs and other items necessary to assist with the activities defined above. This request is for authorization for the Fort Lauderdale Police Department to participate in the program as no formal application is required. Grant funds will be used to cover personnel and supply costs associated with the performance of the security assessments and active assailant presentations. The grant period is September 1, 2024 through June 30, 2025.

Resource Impact

There is an anticipated positive fiscal impact to the City in the amount of \$36,399.32. This item is contingent upon the approval of the Consolidated Budget Amendment CAM 24-0981.

Source:

Funds available as of October 1, 2024					
ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-129-9300-521-334-200-25GFDLESSA	FY 2024 FDLE Office of Criminal Justice Grants	Intergovt Revenue / Florida Department of Law Enforcement	\$0.00	\$0	\$36,399.32
TOTAL AMOUNT →					\$36,399.32

Use:

ACCOUNT NUMBER	COST CENTER NAME	CHARACTER CODE/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-129-9300-521-30-3925-25GFDLESSA	FY 2024 FDLE Office of Criminal Justice Grants	Other Oper Exp/Office Equip < \$5000	\$0.00	\$0.00	\$660.00
10-129-9300-521-40-4119-25GFDLESSA	FY 2024 FDLE Office of Criminal Justice Grants	Other Oper Exp/Training & Travel	\$0.00	\$0.00	\$500.00
10-129-9300-521-40-4352-25GFDLESSA	FY 2024 FDLE Office of Criminal Justice Grants	Other Oper Exp/Servchg-Police	\$0.00	\$0.00	\$35,239.32
TOTAL AMOUNT →					\$36,399.32

Strategic Connections

This item is a *2024 Commission* Priority, advancing the Public Safety initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Public Safety Focus Area, Goal 1: Be a safe community that is proactive and responsive to risks.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Community.

This item supports the *Advance Fort Lauderdale 2040* Comprehensive Plan specifically advancing:

- The Public Safety Focus Area
- The Coastal Management, Community Health and Safety Element
- Goal 4.5: Community Health and Safety. Ensure local standards and proactive measures to enhance community health and safety in the City of Fort Lauderdale.

Related CAM

CAM #24-0981

Attachment

Exhibit 1 – FY 2024-2025 State School Security Assessment Program Agreement

Prepared by: Dayna L. Bhaggan, Public Safety Grants Manager, Police Department

Department Director: William C. Schultz, Chief of Police
 11/07/2024
 CAM #24-0924

**Agreement for State Financial Assistance Between
Florida Department of Law Enforcement
and
CITY OF FORT LAUDERDALE**

Award Number: TBD Upon Submission to FDLE

Project Title: School Security Assessment (SSA) Program

Project Period: 09/01/2024-06/30/2025

CSFA Catalog Number: 71.152

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Entity named above (herein referred to as "Recipient" or "Participating Agency"); and

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Participating Agency upon the terms and conditions hereinafter set forth; and

WHEREAS, the Participating Agency 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 Participating Agency shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement.

WHEREAS, the Department has budget authority and available funds for the 2024-2025 fiscal year to reimburse the Participating Agency for eligible costs resulting from allowable activities as defined in this agreement; and

WHEREAS, the total reimbursement for all Participating Agencies under this program's appropriation shall not exceed \$5,000,000; and

WHEREAS, no single Participating Agency may receive more than 10% of the total amount appropriated for this program.

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

This award is subject to the special conditions outlined in **Section VI** and all applicable standard conditions in **Section VII**.

This award is comprised of the following sections:

- Section I: Scope of Work
- Section II: Deliverables
- Section III: Reporting
- Section IV: Payments and Eligible Expenses
- Section V: Award Administration
- Section VI: Special Conditions
- Section VII: Standard Terms and Conditions
- Section VIII: Signatures

SECTION I: SCOPE OF WORK

Project Period: The project period for this award begins September 1, 2024, and ends June 30, 2025. Only eligible activities and services occurring during this period will be eligible for reimbursement.

Allowable Activities: This grant provides reimbursement to the Participating Agency to complete one or more of the following initiatives:

- Conduct physical site security assessments for, and provide reports to, Florida private schools with recommendations on improving infrastructure and safety;
- Assist Florida private schools in developing active assailant response protocols, as well as develop/implement training related to active assailant responses (i.e., drills for students and school personnel); and/or
- Consult with private schools in implementing a threat management program similar to those required under §1001.212(12), Florida Statutes for public schools.

Activity Cost Estimates: The Participating Agency shall submit a **Funding Request Form** to the FDLE Grant Manager for each private school served prior to conducting allowable activities. This will be used to verify the proposed activities are allowable and reserve program funds for reimbursement.

Security Assessments: The authorizing statute required FDLE to provide a standard site security assessment form. The Participating Agency is required to utilize the FDLE site security assessment tool, provided through the Haystax system, when conducting duties related to this program. Upon execution of this award, the Participating Agency will receive a **User Access Form** and instructions for creating an account in the system. The FDLE Grant Manager may require verification the form was used prior to payment.

SECTION II: DELIVERABLES

The deliverables for this agreement are the completion of tasks and/or activities directly related to the initiatives described in the section above. The Participating Agency will determine the specific required tasks, activities, and associated costs based on the nature of each initiative. Documentation of performance and deliverables will consist of signature certification by the Participating Agency on each Activity Reimbursement Request. Threat assessments, threat response plans, and related operational protocols are exempt from public records disclosures under §119.071, Florida Statutes; therefore, specific detailed activities will not be included in this agreement or submitted Activity Reimbursement Requests.

SECTION III: REPORTING

The Participating Agency shall provide **Monthly SSA Project Activity Reimbursement Reports (ARR)** to the FDLE Grant Manager attesting to the progress made towards the initiatives described in the Scope of Work, as well as the related costs incurred during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is October 1-31, the report is due no later than November 30th. Failure to submit reports by the deadline will delay reimbursement of funds.

Performance Reporting: Tab 1 of the Activity Reimbursement Report must contain a detailed summary of the activities performed during the reporting period, any barriers or difficulties encountered, and planned activities for the next reporting period.

Additional redacted supporting documentation for performance must be maintained by the Participating Agency and made available upon request for monitoring purposes.

Payment Requests: The remaining tabs of the Activity Reimbursement Report will serve as the Payment Request. Each category that funds are being reimbursed under must contain: a description of the item/service, justification of the necessity for the program, the quantity and unit cost, the date costs were

incurred, the method of payment (check, credit card, EFT, etc.), and the total amount requested for reimbursement. All payment requests will be reviewed by the FDLE Grant Manager and may be audited to the satisfaction of the Department and/or the Florida Department of Financial Services. If no expenses were incurred during the reporting period, only Tab 1 must be completed and submitted by the monthly reporting deadline.

Additional supporting documentation for all funds expended and received under this agreement must be provided in accordance with the section below.

SECTION IV: PAYMENTS AND ELIGIBLE EXPENSES

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution. FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance and the Reference Guide for State Expenditures. FDLE's determination of acceptable expenditures shall be conclusive.

This award is a cost-reimbursement agreement for eligible expenses incurred during the term of the agreement for satisfactory completion of eligible activities described in the Scope of Work. All expenditures must be supported with redacted documentation and verified by the FDLE Grant Manager prior to the disbursement of any payment.

The eligible expenses for this award include:

Personnel and Fringe Benefits: Funds may be used to reimburse personnel costs, including accrued overtime, associated with the completion of eligible activities described in the Scope of Work. Funds may also be used to support the employer portion of fringe benefits, prorated for hours charged to the award. The employee portion of any fringe benefit is unallowable. All personnel and fringe benefit costs must be in accordance with the Participating Agency's policies, procedures, and/or schedules. The Participating Agency shall provide timesheets, paystubs, activity reports, etc. with each payment request to substantiate costs charged to this award.

Software: Funds may be used to reimburse software costs required for the completion of eligible activities described in the Scope of Work. The Participating Agency must include a justification on the submitted Funding Request Form for why the software is needed for program activities. The Participating Agency shall provide purchase orders, invoices, and proof of payment (cancelled check, bank statement, etc.) with each payment request to substantiate costs charged to this award.

Other Costs: Funds may be used to reimburse other costs required for the completion of eligible activities described in the Scope of Work. The Participating Agency must include a justification on the Funding Request Form for why the item is needed for program activities. The Participating Agency shall provide purchase orders, invoices, and proof of payment (cancelled check, bank statement, etc.) with each payment request to substantiate costs charged to this award. FDLE reserves the right to deny reimbursement of costs that are deemed unnecessary for the completion of program initiatives.

SECTION V: AWARD ADMINISTRATION

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

Recipient Grant Manager

Name: Dayna Bhaggan
Title: Public Safety Grants Manager
Address: 1515 W. Cypress Creek Rd, Fort Lauderdale FL 33309
Phone: (954) 828-5284
Email: DBhaggan@flpd.gov

Recipient Chief Official

Name: Dean Trantalis
Title: Mayor
Address: 100 N. Andrews Avenue, Fort Lauderdale FL 33301
Phone: (954) 828-5010
Email: DTrantalis@fortlauderdale.gov

Recipient Chief Financial Officer

Name: Susan Grant
Title:
Address: 100 N. Andrews Avenue, Fort Lauderdale FL 33301
Phone: (954) 828-5145
Email: SuGrant@fortlauderdale.gov

Florida Department of Law Enforcement (FDLE) Grant Manager

Name: Elizabeth Halvorson
Title: Government Analyst II
Address: P.O. Box 1489
Tallahassee, FL 32302-1489
Phone: 850-617-1259
Email: ElizabethHalvorson@fdle.state.fl.us

SECTION VI: SPECIAL CONDITIONS

In addition to the standard terms and conditions in Section VIII, this award is subject to the special conditions set forth below:

- S0001 Prior to conducting allowable program activities, the Participating Agency must submit a **Funding Request Form** to the FDLE Grant Manager for each private school served.
- W0002 **WITHHOLDING OF FUNDS:** If funds will be used to support personnel costs, the Participating Agency must submit a copy of their pay policy and fringe benefit schedule to the FDLE Grant Manager.
- W0003 **WITHHOLDING OF FUNDS:** If funds will be used to procure software and/or other eligible costs, the Participating Agency must submit a copy of their purchasing policy to the FDLE Grant Manager.

SECTION VII: STANDARD TERMS AND CONDITIONS

Financial Expenditure Reports, Payment, and Invoice Requirements: The Recipient shall submit monthly invoices to the Department (as selected above). Invoices shall be signed by the Recipient's Chief Financial Officer or the Chief Financial Officer's designee. The final invoice for payment shall be submitted to the Department no more than 30 days after the end date of the agreement.

Financial Consequences: If the Recipient fails to perform in accordance with this agreement, the Department will apply financial consequences as described in accordance with sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to withholding funds, withholding payments until deficiency is corrected, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent permitted, or termination of the agreement. Any payment made in reliance on the Recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment to the extent of such error.

Overpayments and Offsets: The Recipient shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Recipient by the Department, and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Recipient or its auditor, or upon written notice by the Department, the Recipient will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Recipient under this or any other contract or agreement.

Financial Management: The Recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded. 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 accommodate a fund and account structure 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. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.

Subcontracts: 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.

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.

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.

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 FDLE 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, sexual orientation, gender identity, 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.

Lobbying Prohibited: The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., 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), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in section 119.011(12), F.S. as prescribed

by section 119.07(1) F.S., 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.

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.

Inspection and Retention of Records: 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 Recipient that are directly related to the performance of the agreement or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Recipient which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the agreement are being met. The Recipient shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made. 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.

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, F.S.). 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, F.S.; 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 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, F.S., is not required. In the event 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, F.S., 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), F.S., 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, F.S.. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.

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.

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, F.S. 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.

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, F.S. 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.

Proprietary Information: 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.

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), F.S. In the event funds for payment pursuant to this agreement become unavailable, the Department may terminate this agreement with twenty-four (24) hour written notice in writing to the Recipient. 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.

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.

SECTION VIII: 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 duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

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

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

**Recipient
CITY OF FORT LAUDERDALE**

Signature: *[Handwritten Signature]*

Typed Name and Title: Dean Frantalis, Mayor

Date: 11/25/24

*** If using a designee, sign the Chief Official Designee section below***

Recipient Chief Official Designee (if applicable)

Signature: /

Typed Name and Title: _____

Date: _____

Additional Recipient Signatures (if applicable)

Signature: *[Handwritten Signature]*

Typed Name and Title: Susan Grant, Acting City Manager

Date: 11/18/2024

Signature: *[Handwritten Signature]*

Typed Name and Title: David Solomon, City Clerk

Date: 11/25/24

Signature: *[Handwritten Signature]* Date: 11/14/24

Typed Name and Title: Julie Steinhardt, Assistant City Attorney

