Florida Department of Law Enforcement
State Financial Assistance (SFA) Agreement
Law Enforcement Salary Assistance (LESA) Grant

Award Number:	AJ020
Recipient:	Levy County Board of County Commissioners
Grant Activity Period:	07/01/2026 - 06/30/2027
Award Amount:	$1,336,260.00
CSFA Catalog Number:	71.067

This grant award agreement (“agreement” or “award”) is entered into by and between the Florida Department of Law Enforcement (herein referred to as the “Department” or “FDLE”) and the Levy County Board of County Commissioners on behalf of the Levy County Sheriff’s Office (herein collectively referred to as the “Recipient”). The Department and Recipient and/or Recipient’s Sheriff are sometimes referred to herein individually as a “Party”, or collectively as the “Parties”.

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

WHEREAS, Line 1333 of the Florida General Appropriations Act for the 2026-2027 state fiscal year authorizes $1,336,260.00 in nonrecurring, General Revenue funds, to be provided to the Recipient for salary increases for deputy sheriffs and correctional officers employed by the sheriff’s office or the county operated correctional facility in fiscally constrained counties, as defined in section 218.67(1), F.S.; and

WHEREAS, the Recipient represents that it is fully qualified and possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein.

NOW THEREFORE, in consideration of the foregoing, the Parties hereto agree to the terms and conditions outlined in this agreement.

This grant award agreement is comprised of the following sections:

Section I: Scope of Work
Section II: Deliverables
Section III: Amendments
Section IV: Reporting Requirements
Section V: Payments
Section VI: Annual Reconciliation Requirement
Section VII: Monitoring Requirements
Section VIII: Award Contacts
Section IX: Audit Requirements for Awards of State and Federal Financial Assistance
Section X: Standard Terms and Conditions
Section XI: Award Signatures

SECTION I: SCOPE OF WORK

(1) The Recipient shall provide regular and ongoing law enforcement and correctional services to the community it serves during the project period.

(2) The Recipient shall strive to maintain adequate staffing levels based upon the specific needs of the community it serves and in accordance with established policies and procedures.

(3) The Recipient shall establish policies and procedures, in accordance with generally accepted accounting principles, to track disbursements received from the Department and the salaries and benefits paid out to deputy sheriffs and correctional officers during the project period. The portion of salaries and benefits paid with funds under this agreement must be tracked separately from other salary dollars.

(4) The Recipient shall establish adequate timekeeping policies and procedures to substantiate the number of hours worked by deputy sheriffs and correctional officers under their employment during the project period.

(5) The Recipient shall establish procedures to maintain supporting documentation on file for all expenditures made with state funds during the award period. Copies of supporting documentation must be made available upon request and may include, but is not limited to timesheets, paystubs, payroll reports, and general ledgers.

(6) The Recipient shall provide copies of all reports required in Section III of this agreement by the specified deadlines.

The specific deliverable(s) associated with this scope of work are outlined in Section II.

SECTION II: DELIVERABLES

The Recipient shall determine the specific tasks and objectives associated with each approved activity in accordance with their responsibilities outlined in Section I of this agreement.

Financial Consequences: Failure to meet the minimum performance required by the deliverable below will result in a withholding of the next quarterly advance.

Deliverable:	The Recipient will use funding provided under this agreement to increase the base salaries, and the associated employer-paid benefits, for deputy sheriffs and correctional officers under their employment.
Minimum Performance	The Recipient shall provide a Quarterly Payroll Certification (QPC) for the most recently completed quarter attesting to the amount of state funds paid to each individual deputy sheriff and/or correctional officer during that quarter.
Price:	$1,336,260.00

SECTION III: AMENDMENTS

The Department may administratively amend or modify the agreement at any time, provided the modifications are within the original scope and purpose of the project. Written notice of such changes will be provided to the Recipient.

(1) Non-monetary Amendments: Amendment requests that do not affect the total award amount may be submitted by the Recipient through the Department's electronic grant management system. This shall be restricted to notifying the Department of changes in the key personnel identified in Section VIII of this agreement.

(2) Monetary Amendments: Amendments to the monetary amounts of this award are not permitted unless the Recipient does not expend all funds allocated under this agreement at the conclusion of the final quarter. In that instance, the Department's Grant Manager will process an administrative amendment to decrease the award for closeout.

(3) Extensions: Extensions to this agreement are not permitted.

SECTION IV: REPORTING REQUIREMENTS

The Recipient shall be responsible for providing the following reports and/or documents by the deadlines specified below. Payments to be disbursed under this agreement shall be withheld by the Department until the following reports are received.

(1) Prior to the initial distribution of funding: The Recipient must provide to the Department:

(a) A copy of this signed agreement;

(b) A Spending Plan detailing how salary increases funded by this agreement shall be distributed to deputy sheriffs and/or correctional officers; and

(c) If not already on file with the Department, a copy of the Recipient's approved local operating budget for the 2025-2026 fiscal year, detailing the amount of local funds budgeted for deputy sheriffs and correctional officer salaries.

(d) The final Quarterly Payroll Certification (QPC) for the previous year's award, covering the period of 07/01/2025 – 06/30/2026, as further outlined in section VI of this agreement.

(2) By November 1, 2026: The Recipient shall provide a copy of the Recipient's approved local operating budget for the 2026-2027 fiscal year, detailing the amount of local funds budgeted for deputy sheriff and correctional officer salaries.

(3) No later than 15 days after the end of each quarter: The Recipient shall submit the corresponding Budget Reporting Period in the Department's electronic grant management system. The Recipient shall complete and upload a QPC to the Budget Reporting Period. A copy of the QPC template and instructions for submitting Budget Reporting Periods in the Department's electronic grant management system will be provided to the Recipient upon execution of this agreement.

The Department shall provide the Recipient's submitted spending plan, as required under paragraph (1)(b) of this section, to the Florida Sheriff's Association by October 6, 2026.

SECTION V: PAYMENTS

The Department shall disburse funds under this agreement to the Recipient in four equal, quarterly cash advances of $334,065.00. The Department shall initiate the disbursement of each cash advance upon receipt of the required Quarterly Payroll Certification (QPC) for the previous quarter, provided no other outstanding reporting requirement exists as outlined in section IV of this agreement.

If the Recipient fails to provide services as outlined in section I of this agreement, additional distribution of funds to be provided under this agreement will be withheld and future funding under this program may also be jeopardized.

If the provision of services ceases during the award period, the Recipient shall submit a final report to the Department that includes the actual salary costs of impacted deputy sheriffs and/or correctional officers from the beginning of the project period through the date the provision of services ceased. The actual costs incurred by the Recipient will be compared to the total amount of funds disbursed under this agreement to date, and any state funds in excess of actual costs incurred must be refunded to the Department no later than July 31, 2027.

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. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981, and 215.985, Florida Statutes. The Department's determination of acceptable expenditures reimbursed under this agreement shall be conclusive.

Payments under this agreement will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with §215.422, Florida Statutes. This election is determined by the Recipient's own selection in the state's vendor information system. A Recipient that wishes to enroll in direct deposit payment can access information on the process on the Florida Department of Financial Services website at https://www.myfloridacfo.com/division/aa/vendors.

SECTION VI: ANNUAL RECONCILATION REQUIREMENT

The final Quarterly Payroll Certification (QPC) for the previous year's award, covering the period of 07/01/2025 – 06/30/2026, is due to the Department by July 30, 2026.

The Department shall utilize this final QPC to reconcile the total state funds received with the total expenses incurred under the prior year's award. The Department shall provide the Recipient with a written final reconciliation notice. Any amount of state funds disbursed to the Recipient that were not utilized to increase the salaries of deputy sheriffs and/or corrections officers, as stated in the notice, must be refunded to the Department within 30 days of receipt of the notice.

No funding under this agreement shall be disbursed until the reconciliation process is complete and the prior year's award balance reflects $0.00.

SECTION VII: MONITORING

The Department may initiate monitoring of the Recipient at any time during the award period. This monitoring review will consist of random sampling of expenses reported on the Quarterly Payroll Certifications (QPCs), the payroll and timekeeping records of the Recipient, financial ledger reviews to ensure funds disbursed under this agreement are being tracked separately, and internal control reviews to ensure the certification and information presented to the Department is true and accurate.

If the Recipient changes accounting systems, payroll systems, or time management systems during the award period, the Recipient shall notify the Department within 30 days of the system change going live. The Department shall conduct a random sampling of expenses reported in the next submitted QPC.

If the Recipient's Comprehensive Annual Financial Report (CAFR), or Single Audit, includes a deficiency or finding related to the management of a current or previous Law Enforcement Salary Assistance award, the Department shall initiate a random sampling style monitoring of the next submitted QPC to ensure the Recipient has taken necessary steps and/or formal corrective actions to address any deficiencies or findings identified in the CAFR or Single Audit.

SECTION VIII: AWARD CONTACTS

Department's Grant Manager

Angela Ferrara
Government Analyst II
P.O. Box 1489
Tallahassee, FL 32302-1489
850-617-1253
AngelaFerrara@fdle.state.fl.us

Recipient's Grant Manager (RGM)

Tammy Meadows
Finance Director
9150 NE 80th Avenue
Bronson, FL 32621
352-486-5111 ext. 244
tmeadows@levyso.com

Recipient's Chief Official (CO)

Tim Hodge
Chair
310 School St. Suite 113
Bronson, FL 32621
352-486-5218
district4@levycounty.org

Recipient's Chief Financial Officer (CFO)

Tammy Meadows
Finance Director
9150 NE 80th Avenue
Bronson, FL 32621
352-486-5111 ext. 244
district4@levycounty.org

Any changes to the Recipient's Grant Manager (RGM), Chief Official (CO), or Chief Financial Officer (CFO) above after contract execution, must be submitted in the electronic grant management system as a non-monetary amendment request, as described in section III, subtitle (1) of this agreement.

SECTION IX: AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department 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.

Part I: Audits – Federally Funded: This part is applicable if the Recipient is a state or local government or a non-profit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

(1) A recipient that expends $1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. **EXHIBIT 1** of this section lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

(2) For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.

(3) A Recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements. If the Recipient expends less than $1,000,000 in federal awards its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal sources (i.e., the cost of such audit must be paid from Recipient resources obtained from nonfederal l entities).

Part II: Audits – State Funded:

(1) 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 (for fiscal years ending June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S., Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. **EXHIBIT 1** of this section lists the state financial assistance awarded through the Department by this agreement. 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, 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.

(2) For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a

financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(3) If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from sources other than state entities).

Part III: Other Audit Requirements: The Recipient shall provide a completed "Single Audit Certification" for each Recipient fiscal year for which this award is active. This certification shall be submitted to the Department within 30 days after the Recipient receives the auditor's annual financial report, or nine months after the end of the Recipient's fiscal year, whichever is earlier.

Part IV: Report Submission:

(1) Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F – Audit Requirements, and required by Part I of this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website (https://www.fac.gov) provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found on the federal Office of Management and Budget (OMB) website.

(2) Copies of financial reporting packages required by Part II of this section shall be submitted by or on behalf of the Recipient directly to each of the following:

(a) The Department at the following email address: OCJGSFA@fdle.state.fl.us

(b) The Florida Auditor General's Office at each of the following locations:

Electronic copy: The Auditor General's website (https://flauditor.gov) provides instructions for filing an electronic copy of a financial reporting package.

Paper (hard copy): Auditor General, Local Government Audits/342, Claude Pepper Building, Room 401, 111 West Madison Street, Tallahassee, FL 32399-1450.

(3) Documentation required by Part III of this section shall be submitted by or on behalf of the Recipient directly to the Department at OCJGSFA@fdle.state.fl.us.

(4) Any reports, management letters, or other information required to be submitted to the Department pursuant to the agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(5) When submitting financial reporting packages to the Department for audits done in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local government entities) and 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, Recipients should indicate the date the reporting package was delivered to the Recipient.

Part V: Record Retention: The Recipient shall retain sufficient records demonstrating compliance with the terms of this award agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, the CFO, or Auditor General, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Exhibit 1

FEDERAL RESOURCES:
There are no federal resources awarded to the Recipient pursuant to this agreement.

STATE RESOURCES:
State resources awarded to the Recipient pursuant to this agreement consist of the following:

(1) Matching Resources for Federal Programs: N/A

(2) Subject to section 215.97, F.S.:

(a) State Project

State Awarding Agency: Florida Department of Law Enforcement
State Project Title: Law Enforcement Salary Assistance for Fiscally Constrained Counties
CSFA Number: 71.067
Award Number: AJ020
Award Amount: $1,336,260.00

(3) Compliance requirements applicable to state resources awarded pursuant to this agreement are as follows:

(a) The compliance requirements for award AJ020 are outlined in this agreement.

SECTION X: STANDARD CONDITIONS FOR STATE FINANCIAL ASSISTANCE AWARDS

The following terms and conditions will be binding upon the execution of this agreement between the Recipient and the Department. If any of the information provided in this section changes after execution of this agreement, the Department shall provide written notice of such changes to the Recipient through an administrative award amendment.

(1) Governing Regulations of the State of Florida: This agreement is entered into in the State of Florida, and shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the State.

(a) Lobbying Prohibited: The Recipient shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of state funds for the purpose of lobbying the legislature, judicial branch, or a state agency. No funds or other resources received 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.

(b) Independent Contractor: In performing its obligations under this agreement, the Recipient shall at all times act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nothing in this agreement may be understood to constitute a partnership or joint venture between the Parties. 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.

(c) Limitations on Advertising: The Department is prohibited from endorsing the project of any recipient of state financial assistance. The Recipient shall not publicly disseminate any information or documentation that implies the project described in this agreement is endorsed by the Department, or that contains the name, logos, or emblems of the Department.

(d) Sponsorship: If the Recipient is a nongovernmental organization (a non-profit or for-profit) that sponsors a program that is financed wholly or in part by state funds, including funds obtained through this agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Recipient’s name) and the State of Florida.” If the sponsorship reference is in written material, the words “State of Florida” shall appear in the same size letters or type as the name of the Recipient. The Department’s name, logos, or emblems shall not be utilized.

(e) Travel Costs: The maximum amount of reimbursement for travel costs shall not exceed the rates established in the State of Florida Travel Guidelines as outlined in s. 112.061, F.S., and Administrative Rule 69I-42.010, F.A.C.

(f) 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 individual employed in the performance of this agreement due to race, religion, color, sex, disability unrelated to such a person’s ability to engage in this work, national origin, ancestry, age, or marital status. These requirements shall apply to all contractors, subrecipients, or others with whom the Recipient arranges to provide services or benefits to clients or employees in connection with the award program and related activities.

(g) E-Verify: The Recipient agrees to comply with section 448.095(5), F.S., requiring the Recipient and all third-party entities it enters into agreements with to register with and use the E-Verify system. The Recipient may not enter into a contract with any third-party entity without verifying compliance with this requirement, or without obtaining an affidavit from the third-party entity stating they do not employ, contract with, or subcontract with unauthorized aliens. If the Recipient or the Department has a good faith belief that a third-party entity is in violation of section 448.09(1), F.S., the Recipient must terminate their contract with the third-party entity. Third-party entities may file a cause of action with a circuit or county court to challenge a termination no later than 20 calendar days after the date on which the contract was terminated.

(h) 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, F.S., 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 this subsection, security background investigations shall include, but not be limited to: employment history checks, fingerprinting for all purposes referenced 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.

(i) Non-Disclosure Agreements: The Recipient shall 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 it is informed or notified that any subrecipient or vendor 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 by the Department.

(j) Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under the agreement will be decided by the Department, who shall reduce the decision to writing and serve a copy to the Recipient. In the event a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the agreement will be in State courts, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own attorney’s fees incurred in connection with disputes arising under the terms of this agreement.

(k) Insurance: The Recipient shall provide and maintain at all times during this agreement adequate general liability insurance coverage of such types and with such terms and limits as may be reasonably associated with this agreement, as required by law, and as otherwise necessary and prudent for the Recipient’s performance of work under this agreement. The limits of coverage shall not be interpreted as limiting the Recipient’s liability and obligations under this agreement. All insurance policies shall be through insurers licensed and authorized to do business and write policies in the State of Florida, and such policies shall cover all employees engaged in any work performed under this agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage. Documentation to support compliance with this provision shall be provided to the Department upon request. Failure to maintain adequate insurance coverage may, at the Department's sole discretion, result in termination of this agreement.

(l) Intellectual Property Rights: Where activities supported by this agreement result in the creation of intellectual property, the Recipient shall notify the Department, and the Department will determine whether the Recipient will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use and to authorize others to use for state government purposes, any resulting patented, copyrighted, or trademarked work products developed under this agreement. The Department will also determine whether the Recipient will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

(m) Prohibited Vendor Lists: The Recipient may not enter into an agreement with any organization named on a prohibited vendor list, pursuant to sections 287.133 – 287.137, F.S. In addition, if the Recipient is found to be included on any prohibited vendor lists, the Department may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists

(i) The "Convicted Vendor List", pursuant to section 287.133, F.S.
(ii) The "Discriminatory Vendor List", pursuant to section 287.134, F.S.
(iii) The "Forced Labor Vendor List", pursuant to section 287.1346, F.S.
(iv) The "Scrutinized List of Prohibited Companies", pursuant to section 287.135, F.S.
(v) The "Suspended Vendor List", pursuant to section 287.1351, F.S.
(vi) The "Antitrust Violator Vendor List", pursuant to section 287.137, F.S.

(2) Funding and Payment Considerations: This agreement is subject to the following funding and payment conditions.

(a) Funding Requirements: Pursuant to s. 215.971(1), F.S., the Recipient may only expend funding under this agreement for allowable costs identified in Section III of this agreement that were incurred between the start and end dates of the award. Any balance of unspent or unobligated funds at the time of closeout shall revert to the State. If it is determined at any point that funds were paid to the Recipient in excess of what should have been paid, the Recipient shall refund the overage to the Department.

(b) Total Compensation: Payments under this agreement shall not exceed the total award amount and shall only be disbursed after the Department's review and acceptance of the Recipient's performance of allowable activities outlined in this agreement.

(c) Financial Management: The Recipient agrees to maintain all records and documents in accordance with generally accepted accounting procedures and practices. The Recipient must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each grant award received. The commingling of funds is strictly prohibited.

(d) Expenditures: All expenditures under this agreement must be in compliance with the laws, rules, and regulations applicable to the expenditure of state funds, including the Reference Guide for State Expenditures maintained by the Florida Department of Financial Services.

(e) Taxes: The Recipient may use its own tax exemption certificate when paying suppliers to fulfill obligations under this agreement. The Recipient shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from award activities, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.

(f) Refunds: If the Recipient, its independent auditor, the Department, or any other oversight entity discovers that an overpayment has been made, or that funds previously reimbursed under this award were reimbursed by another source, the Recipient shall contact the Department's Grant Manager immediately. The Department shall provide a Refund Request Form to the Recipient to be completed and mailed to the Department with the refund check. Refunds must be submitted to the Department within 30 calendar days after the date of discovery or notice. Checks shall be made payable to the "Florida Department of Law Enforcement" and shall be mailed with a copy of the Refund Request Form to: FDLE – Cash Receipts, P.O. Box 1489, Tallahassee, FL 32302-1489. If repayment is not made in a timely manner, the Department shall be entitled to charge interest at a lawful rate on the outstanding balance beginning 40 calendar days after the date of notification or discovery. If an overpayment is discovered while the agreement is still active, the Department may choose to recoup the overpayment from the next payment request submitted.

(g) Recoupment of Funds: If the Recipient's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Department or State, the Department may recoup such costs or losses from reimbursement owed to the Recipient under this agreement. In the event additional costs or losses arise when no funds remain available under this agreement, the Recipient shall repay such costs to the Department in full within 30 days from the date of discovery or notification, unless the Department agrees, in writing, to an alternative time frame.

(3) Mandatory Disclosures: This agreement is subject to the following disclosure and fraud-related conditions.

(a) Legal Proceedings: The Recipient shall disclose, in writing, all civil and criminal litigation, investigations, arbitration, or administrative proceedings (collectively referred to as "proceedings") involving activities under this agreement, including any proceedings that involve contractors performing work under this agreement.

(b) Duty of Disclosure: The duty to disclose proceedings involving activities under this agreement applies to each officer and director of the Recipient, as well as to each officer and director of a contractor performing work under this agreement. Details of settlements that are prevented from disclosure by the terms of the settlement must be annotated as such. If the existence of such proceedings causes the Department concern about the Recipient's ability or willingness to perform work under this agreement, upon the Department's request, the Recipient shall provide the Department with all reasonable assurances that: (1) the Recipient will be able to perform work in accordance with the terms and conditions of this agreement; and (2) the Recipient and/or its employees, agents, vendors, and contractors have not and will not engage in conduct similar in nature to the conduct alleged in such proceeding while performing work under this agreement.

(c) Notification of Instances of Fraud: Upon discovery, the Recipient shall report known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Recipient, its employees, an agent, vendor, or contractor, to the Department within 24 hours of the discovery.

(d) Conflicts of Interest: The Recipient shall establish safeguards to prohibit employees, officers, agents, or board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest, or personal gain. No employee, officer, agent, or board member may solicit nor accept gratuities, favors, or anything of value from vendors/contractors under this agreement. The Recipient must disclose in writing to the Department any actual or potential conflicts of interest, as well as all violations of any state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement. Furthermore, this agreement is subject to Chapter 112, F.S. The Recipient shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State of Florida, as well as the name of any state employee who owns, directly or indirectly, more than five percent (5%) interest in the Recipient organization or its affiliates.

(e) Foreign Gifts and Contracts: The Recipient shall comply with any applicable disclosure requirements in Section 286.101, F.S.

(4) <u>Public Records Requirements</u>: This agreement is subject to the following public records related conditions.

(a) <u>Public Records Law:</u> The Recipient shall allow public access to all documents, papers, letters, or other materials made or received in accordance with this agreement unless the public records are exempt from disclosure pursuant to Chapter 119, F.S., s. 24(a) of Article 1 of the Florida Constitution, or other applicable state or federal law. This requirement applies to all records regardless of the physical form, characteristics, or means of transmission of the records. In the event the Department requests public records related to this agreement, the Recipient shall provide copies of all requested information to the Department within 10 business days of the request. The Department may unilaterally terminate this agreement if the Recipient refuses to allow public access to records as required by law.

(b) <u>Public Records Requests:</u> All requests to inspect or copy public records relating to this agreement must be made directly to the Department. Notwithstanding any provision to the contrary, disclosure of any records made or received by the State in conjunction with this agreement is governed by public record law.

(c) <u>Exemption from Public Records:</u> If the Recipient has a reasonable, legal basis to assert that any portion of any public record submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure, the Recipient must simultaneously provide the Department with a separate redacted copy of the records the agency claims to be confidential and briefly describe in writing the grounds for the public record exemption, including the statutory citation for such exemption. Only the sections the Recipient claims are confidential shall be redacted. If the Recipient fails to submit a redacted copy of the records, such action may constitute a waiver of any claim of confidentiality.

(d) <u>Requests for Redacted Records:</u> If the Department receives a request for records that include those marked as confidential, the Department will provide the Recipient-redacted copies to the requestor. If a requester asserts a right to portions of the records claimed as confidential, the Department will notify the Recipient that such assertion has been made. It will be the Recipient's responsibility to assert that the portions of the records in question are exempt under public records law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portion of records the Recipient claims as confidential in a legal proceeding, the Department will give the Recipient prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the release is otherwise prohibited by law. The Recipient shall be responsible for defending their own determination of record confidentiality. No right or remedy for damages against the Department may arise from any disclosure made by the Department based on the Recipient’s failure to promptly, legally protect its claim of exemption.

(e) <u>Records Transfer:</u> If the Recipient’s record retention requirements terminate prior to the requirements stated herein, the Recipient may meet the Department’s record retention requirements by transferring its records to the Department at that time, and by destroying duplicate records in accordance with Section 501.71, F.S., and if applicable, Section 119.0701, F.S. The Recipient shall adhere to established information destruction standards such as those released by the National Institute of Standards and Technology.

(f) <u>Applicability of Chapter 119, F.S.:</u> If the Recipient has questions regarding the application of Chapter 119, F.S., and/or the Recipient’s duty to provide public records related to this agreement, the Recipient shall contact the Department’s Public Records Section via email at publicrecords@fdle.state.fl.us, or by phone to (850) 410-7676.

(5) <u>Nonexpendable Property:</u> If this agreement provides funding for the acquisition of nonexpendable property, the Recipient must adhere to the conditions outlined below. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible property of a nonconsumable nature.

(a) Procurement Guidelines: The Recipient shall adhere to their own established procurement policy, provided the policy is documented in writing. In the absence of a written procurement policy, the Recipient shall adhere to state procurement guidelines as applicable.

(b) Property Supervision and Control: Pursuant to section 273.03, F.S., the Recipient is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property acquired under this agreement.

(c) Maintenance of Property: The Recipient shall be responsible for the correct use of all nonexpendable property obtained using funds from this agreement. The Recipient shall also be responsible for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

(d) Property Records: All nonexpendable property purchased under this agreement shall be listed in the property records of the Recipient. The Recipient shall inventory the nonexpendable property in accordance with their own inventory policy, provided it is inventoried at least annually. The property records shall include at a minimum: a unique property identification number, description of the item(s), physical location, name, make, manufacturer, year, and/or model, manufacturers serial number, date of acquisition, and the current condition of the item.

(e) Equipment Disposition: If the Recipient intends to dispose of any nonexpendable property acquired under this agreement within five (5) years after the award end date, the Recipient shall notify the Department by completing and submitting the CJG's State Financial Assistance Equipment Disposition Form. The Recipient shall follow its own equipment-disposition guidelines when disposing of such property, provided those guidelines comply with applicable state requirements.

(6) Purchase of or Improvements to Real Property: If this agreement contains funding for the purchase of or improvement to real property, the Recipient must adhere to the conditions outlined below. For the purposes of this section, real property means land, buildings, including appurtenances, fixtures, and fixed equipment or structures, including additions, replacements, major repairs, and renovations to real property, which materially extend its useful life, materially improve or change its functional use, and includes furniture/equipment necessary to furnish and operate a new or improved facility if the furniture/equipment was appropriated as part of a fixed capital outlay (FCO) project.

(a) Issuance of Security Interest: In accordance with section 287.05805, F.S., if funding provided under this agreement is used for the purchase of or improvement to real property. The Recipient shall grant the Department a security interest in the property in an amount equal to the total amount of this agreement for five (5) years from the date of purchase or completion of improvements, or as further required by law.

(b) Additional Security Interest Requirements for Nonprofits: In addition to paragraph (a) above, if the Recipient is a nonprofit, and this agreement is used for the purpose of or improvement to real property, pursuant to section 216.348, F.S., the Recipient shall provide an affidavit completed by an agent or director of the Recipient organization, certifying, under oath, the Recipient is a nonprofit prior to receiving any funding disbursed under this agreement. In addition, the Recipient shall adhere to the additional related requirements outlined in the subparagraphs below.

(i) The Recipient shall execute and deliver to the Department a Mortgage Lien and Security agreement (further referred to as the "Mortgage") in a format prescribed by the Department. The Mortgage grants the Department a mortgage lien and/or security interest in the property to be purchased or improved with funds disbursed under this award agreement in the county in which the property is located for a term commencing with the date the Mortgage is executed and ending on a date that is five (5) years from the date of completion or completion of improvements, whichever is later, unless a different term period is further authorized in the Mortgage. All terms and conditions from the Mortgage are incorporated into this award agreement by reference.

(ii) The Recipient agrees to pay all costs associated with the perfection of the liens and security interests under the Mortgage and the Notice of Federal Interest (NFI), referred to in subparagraphs (v) and (vii) below. This includes without limitation all recording and filing fees and the costs of any continuation statements, and any taxes associated with this agreement, the Mortgage, the NFI, and all documentary tax stamps.

(iii) In the event the effective term of the Mortgage or security interest associated with this award exceeds five (5) years, and if extraordinary circumstances exist, the Recipient may request that the Department relinquish its interest sooner than the expiration of the Mortgage that is currently in effect. The Department must find that the early relinquishment is in the best interest of the State. Under no circumstance will the Department consider such request earlier than five (5) years after the purchase or completion of construction or renovation, whichever is later. The decision to approve such a request is the exclusive determination of the Department and shall not be reviewable by any court or administrative forum.

(iv) The Recipient shall notify the Department in writing of the date of completion of construction or renovation and shall maintain a copy of the notification in its files together with a written acknowledgement of the Department's receipt and approval of the notification of completion. The notification and the acknowledgement of the Department's receipt and approval of the notification shall be in recordable form and shall be recorded in the public records of the county in which the property is located.

(v) Prior to the disbursement of any grant funding under this agreement, the Recipient shall furnish to the Department satisfactory evidence of, and, if required by the Department, a commitment for, a policy or policies of title insurance insuring good and marketable fee simple title to the property to be purchased and/or improved with funding under this agreement, the Recipient's interest therein, the lien of the Mortgage, and the lien of any NFI required to be executed and filed, free and clear of all liens, encumbrances, and interests other than those acceptable to the Department. If a commitment for title insurance is required, the Recipient shall cause the final policy or policies of title insurance to be issued and delivered to the Department promptly after the recording of the Mortgage or any required NFI. All required documentation and any title insurance shall be in such forms and amounts as are acceptable to the Department.

(vi) Prior to the execution and recording of the Mortgage and any NFI required by this agreement, the Recipient shall not make, or cause to be made, any improvements to the property to be purchased and/or improved with this agreement that could give rise to a lien under the Construction Lien Law, Chapter 713, Part I, Florida Statutes. All title evidence, title insurance commitments, and title insurance policies required under this agreement shall reflect that no notice of commencement under the Construction Lien Law has been recorded.

(vii) The Recipient shall keep the property to be purchased and/or improved with this agreement insured against such perils and in such forms as are acceptable to the Department, including forms containing a loss-payable provision in favor of the Department and provisions requiring the insurer to notify the Department of any changes in the policy or coverage. The Department may require the Recipient to provide evidence of compliance with this condition at any time and may withhold payment under this agreement until such evidence is received.

(c) <u>Expiration of Security Interest:</u> Upon the expiration of this agreement, the Recipient is authorized to retain ownership of the improvements made to, and the purchase or construction of, the real property set forth in this agreement, provided that: (1) the Recipient organization is not sold, merged, or acquired; (2) the real property is owned by the Recipient; and (3) the real property continues to be used for the purposes described in this agreement. If, within five (5) years after the expiration of this agreement, the Recipient is unable to satisfy any of these three requirements, the Recipient shall notify the Department in writing upon learning of the issue, but no later than 30 calendar days before the deficiency occurs. In such event, the Department shall have the right, in its sole discretion, to demand reimbursement of some or all of the funding provided to the Recipient under this agreement.

(7) <u>Subawards, Contracts, and Assignments:</u> Unless otherwise specified in section II and/or III of this agreement, or through written prior approval of the Department, the Recipient may not: (1) subgrant any of the funds provided under this agreement to another entity; (2) contract its duties or responsibilities under this agreement out to a third party; or (3) assign any of the Recipient's rights or responsibilities herein, unless specifically permitted by law to do so. If approved to do so, the Recipient must adhere to the conditions outlined below.

(a) <u>Recipient Responsibilities:</u> The Recipient agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If the Department approves the Recipient's request to subaward, subcontract, or assign any or all of the work to be performed under this agreement, those arrangements shall be evidenced by a written contract between the Recipient and the third party that contains all provisions necessary to ensure the third party's compliance with applicable state and federal laws, as well as the terms and conditions of this agreement. The Recipient shall ensure that any third party performing work under this agreement are individuals, who meet or exceed any specified training qualifications and possess any necessary certification or licensing for their respective industry. The Recipient is solely liable to the third party for all expenses and liabilities incurred under their third-party agreement. The Recipient may be entitled to reimbursement of some third-party expenses if expressly approved in Section III of this agreement.

(b) <u>Subrecipient Responsibilities:</u> If the third party is determined to have a subrecipient relationship with the Recipient identified in this agreement, the third party is required to comply with all provisions outlined in section IX of this agreement. The Recipient shall include the aforementioned requirements in their third-party agreement.

(c) <u>Subrecipient agreements:</u> Pursuant to section 215.971, F.S., the contractual agreement between the Recipient and any third-party subrecipient performing work under this award shall include, or be amended to include:

(i) A scope of work that clearly establishes the tasks and activities the third party will perform.

(ii) Specific deliverables related to the tasks/activities outlined in the scope of work.

(iii) The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.

(iv) The financial consequences that will apply if the minimum level of performance is not attained.

(v) The financial consequences that will apply if the third party fails to perform in accordance with the contract.

(d) <u>Timely Payment of Advanced Funds to Third Parties:</u> If the Recipient receives a cash advance under this award to pay an invoice for a third-party subrecipient or contractor, the Recipient shall make payments to the third party within seven (7) working days of the receipt of the advanced funds. Pursuant to section 287.0585, F.S., the Recipient's failure to pay the third-party subrecipient or contractor within this time frame shall result in a statutory penalty against the Recipient and paid to the third party in the amount of one-half of one percent of the amount due per day from the expiration date of the period allowed herein for payment. Such statutory penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance.

(8) <u>Non-profit Recipient Additional Requirements:</u> If the Recipient is a non-profit organization, the Recipient must adhere to the conditions outlined below. For the purposes of this section, "remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, and/or any in-kind payments, reimbursements, or allowances for moving expenses, vehicles or other transportation, phone services, medical services, housing, and meals.

(a) <u>Allocations for Remuneration Form:</u> Pursuant to section 216.1366(3), and Executive Order 22-44, a Recipient that is a non-profit entity must provide documentation indicating the amount of state financial assistance allocated for remuneration to any member of the Recipient's board of directors or an executive officer within the Recipient organization. If required by a condition listed in Section VIII of this agreement, the Recipient shall post the completed "Nonprofit State Fund Allocations for Remuneration" form on their website, if the Recipient maintains a website.

(b) Compensation Paid Using State Funds Form: If required by a condition listed in section VIII of this agreement, the Recipient shall post any complete "Compensation Paid Using State Funds" form on their website, if the Recipient maintains a website.

(c) IRS Form 990: Pursuant to Executive Order 22-44, a Recipient that is a non-profit entity that receives 50% or more of their annual funding from the State of Florida must submit a copy of their IRS Form 990 to the Department when it is filed. Any subsequent changes or corrections that are made to a Form 990 during the project period must be submitted to the Department within 30 days of the change.

(9) Indemnification: The Recipient is required to adhere to the conditions outlined below.

(a) Limitations of Liability: Both the Recipient and the Department agree to defend, indemnify, and hold harmless the other party, and their officers, agents, and employees, from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials, agents, partners, employees, subrecipients, or contractors acting within the scope of their official duties, or arising out of or resulting from activities performed under this agreement. Each party's indemnification is expressly limited to the amounts set forth in section 768.28(5), Florida Statutes. The foregoing shall not constitute an agreement by either party to assume liability of any kind for the acts, omissions, and/or negligence of the other party or the other party's officials, agents, partners, employees, subrecipients, or contractors.

(b) Limitations of Liability for Intellectual Property: The Recipient shall fully defend, indemnify, and hold harmless the State of Florida and the Department from all claims, actions, suits, judgments, damages, fines, liabilities, costs, and expenses (including attorney's fees) arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right. The foregoing obligation shall not apply to the Department's misuse or modification of the Recipient's products or the Department's operation or use of the Recipient's products in a manner not contemplated by this agreement. If any product is the subject of an infringement suit, or the Recipient believes is likely to become the subject of such suit, the Recipient may, at its sole expense, procure for the Department the right to continue using the product or to modify the product to become non-infringing. If the Recipient is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Recipient shall remove the product and refund the Department the amounts paid in excess of a reasonable rental cost for past use. The Department shall not be liable for any royalties.

(c) Indemnification Contingencies: The Recipient's obligations under paragraphs (a) and (b) above, with respect to any legal action, are contingent upon the State of Florida or the Department giving the Recipient: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend such action at the Recipient's sole expense; and (3) assistance in defending the action at the Recipient's sole expense. The Recipient shall not be liable for any cost, expense, or compromise incurred or made by the State of Florida or the Department in any legal action without the Recipient's prior written consent, which shall not be unreasonably withheld.

(d) Sovereign Immunity: Nothing in this agreement shall constitute a waiver of the Recipient's rights, privileges, and immunities under the doctrine of sovereign immunity or provisions in section 768.28, F.S.

(10) Termination Provisions: This agreement is subject to the following conditions relating to termination and force majeure.

(a) Termination for Cause: The Department shall notify the Recipient, in writing, if corrective action is required for any issue of noncompliance, nonperformance, or unacceptable performance of work under this agreement. If the Recipient fails to implement and/or maintain a corrective action plan agreed upon by the Department, the Department may, at its sole discretion, terminate the agreement.

(b) Termination Due to Funding Reversion: If the appropriation for this agreement is withdrawn or redirected, the Department shall provide written notice to the Recipient at the earliest possible time. The termination of this agreement due to a funding reversion shall not constitute a default by the State of Florida or the Department.

(c) Termination for Convenience: The Department may terminate this agreement, in whole or in part, by providing written notice to the Recipient that it is in the best interest of the State of Florida or the Department to do so. Any activity performed after the receipt of the termination notice is the sole responsibility of the Recipient. The Recipient shall not be entitled to recover any cancellation charges or lost profits.

(d) Recipient's Responsibilities upon Termination: Upon receipt of a notice of termination, the Recipient shall:

(i) Stop all work on the date the termination notice is received to the extent specified in the written notice;

(ii) In the event the termination notice results in a partial termination, complete the performance of work under the agreement that was not terminated by the Department;

(iii) Take action as necessary, or as specified by the Department, to protect and preserve any property in the Recipient's possession in which the Department has or may acquire an interest; and

(iv) Transfer, assign, and make available to the Department all property and materials belonging to the Department upon the effective date of termination of this agreement. No additional compensation will be paid to the Recipient for its services in connection with the transfer or assignment.

(e) Force Majeure: Neither the Recipient nor the Department shall be liable to the other party for any delay or failure to perform under this agreement if such delay or failure is neither fault of nor caused by the negligence of the performing party, its officials, agents, partners, and employees, and the delay is directly attributable to acts of Gods, wars, acts of public enemies, strikes, fires, floods, or other similar causes wholly beyond the performing party's control, or for any of the foregoing acts that affect subrecipients, contractors, or suppliers if no alternate source of supply is available. In the event a delay arises from the foregoing acts, the performing party shall take all reasonable measures to mitigate resulting damages, costs, delays, or disruptions to the performance requirements under this agreement. Nothing in this paragraph shall be construed to automatically extend the award period or the availability of the funding to be disbursed under this agreement.

(f) Notification Requirements for Force Majeure Delays: If the Recipient believes a delay is excusable under paragraph (e) above, the Recipient shall notify the Department in writing of the actual or potential delay and its cause. This notice must be provided within 10 calendar days after the Recipient knew or reasonably should have known that the delay would occur, or within five (5) calendar days after the Recipient first had reason to believe a delay could result if the delay was not reasonably foreseeable. The foregoing notification requirement shall not be construed to constitute the Recipient's sole remedy or excuse with respect to the delay. Providing the notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, at its sole discretion, shall make a determination if the delay is excusable under paragraph (e) above and notify the Recipient of such determination in writing. No claim for damages associated with the delay shall be asserted against the Department and the Recipient shall not be entitled to an increase in the amount of funding provided by this agreement or additional payments of any kind from the Department.

(g) Resuming Activities after Force Majeure Delays: If performance is suspended or delayed, in whole or in part, due to any act in paragraph (e) above, and as validated by the Department under paragraph (f), the Recipient shall resume performance as soon as reasonably feasible after the conclusion of the delaying act, unless advised otherwise in writing by the Department. If the Department determines, at its sole discretion, that the delay will significantly impair the ability of the Recipient to complete the activities under this award agreement, and within the maximum allowable remaining project timeframe to fully complete outstanding activities and liquidate allowable obligations, the Department may, in whole or in part, terminate the agreement upon providing written notice to the Recipient of such decision.

(e) Severability: In the event any provisions of this agreement, in whole or in part, are determined to be void or unenforceable by a court of competent jurisdiction, the specific provision(s) will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions not affected by the court's determination remain in full force and effect.

(f) Survival: Any term, condition, or obligation of the Recipient and the Department in this agreement, whether by its express term, nature, or context, that is intended to survive the termination or expiration of this agreement, shall survive any such termination or expiration.

SECTION X: SIGNATURES

In witness whereof, the Department and Recipient affirm they each have read and agree to the conditions set forth in Section IX through Section X of this agreement, have read and understand the agreement in its entirety, and have executive this agreement by their duly authorized officers on the date, month, and year set out below.

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

Award ID: AJ020 **Award Amount:** $1,336,260.00

Recipient
Levy County Board of County Commissioners

This award is not valid until it is signed and dated by either the Chief Official or designee below. Any designee signatures must be accompanied by documentation that grants the individual the authority to execute this agreement.

Recipient Chief Official

Signature: ______________________ Date: __________

Typed Name and Title: Tim Hodge, Chair

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

Recipient Chief Official Designee

Signature: ______________________ Date: __________

Printed Name and Title: ______________________

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: ______________________ Date: __________

Printed Name and Title: ______________________

Signature: ______________________ Date: __________

Printed Name and Title: ______________________

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

As of the date signed below this award has completed its statutorily required approval process. The Participating Agency may begin claiming reimbursement for allowable expenses in accordance with the terms and conditions of this agreement.

Signature: ______________________ Date: __________

Printed Name and Title: Cody Menacof, Bureau Chief