



PALM BEACH COUNTY SHERIFF'S OFFICE STATE LAW ENFORCEMENT TRUST FUND AGREEMENT

THIS AGREEMENT is entered into by and between City of Pahokee, with headquarters in Pahokee, Florida (hereinafter referred to as the "Recipient"), and Palm Beach County Sheriff's Office, (hereinafter referred to as the "Agency").

WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these award funds to provide the services identified herein; and

WHEREAS, the Agency has the authority to award these funds to the Recipient based upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, the Agency and the Recipient do mutually agree as follows:

1. SCOPE OF WORK

The Recipient shall fully perform its obligations in accordance with the State Law Enforcement Trust Fund (LETF) Donation Application, "Attachment A" of this Agreement, incorporated as if fully stated herein.

2. PERIOD OF AGREEMENT

This Agreement shall begin 01/01/2025 and shall end 12/31/2025, unless terminated earlier in accordance with the provisions of Paragraph (3) or (9) of this Agreement.

3. MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Notwithstanding, Recipient shall request prior approval for any program or budget modifications which deviate from the approved program and/or budget. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto.

4. RECORDKEEPING

- (a) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date of submission of the Final Program Evaluation Form.
- (b) The Recipient shall maintain all records for the Recipient in a form sufficient to determine compliance with its obligations and objectives as set forth in the LETF Donation Application, Attachment A.
- (c) The Recipient, its employees or agents, shall allow access to its records at reasonable times to the Agency. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

5. REPORTS

- (a) At a minimum, the Recipient shall provide the Agency with semi-annual Program Evaluation reports, utilizing the Program Evaluation Form attached to this Agreement as "Attachment B". These reports shall include the current status and progress by the Recipient in completing the work described in "Attachment A" and the expenditure of funds under this Agreement, in addition to such other pertinent information as requested by the Agency.

- (b) The Program Evaluation Form, included in "Attachment B", is due to the Agency no later than 30 days after the end of both the first and second semi-annual reporting periods. The first semi-annual period is defined as January 1 through June 30. The second semi-annual period is defined as July 1 through December 31.
- (c) The Accounting of Funds form, included in "Attachment C", is due 60 days after the earlier of termination of this Agreement or upon completion of the activities funded by this Agreement.
- (d) If any report or form required to be submitted by Recipient is not submitted to the Agency or is not completed in a manner acceptable to the Agency, the Agency may withhold consideration for future awards.
 - (1) "Acceptable to the Agency" means that the report or form is fully completed and/or that the funded activities were completed in accordance with "Attachment A".
 - (2) The Recipient shall provide such additional program updates, reports or information as may be required by the Agency.

6. MONITORING

- (a) The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that the Recipient's commitments included in "Attachment A" are accomplished within the specified award amount.
- (b) By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Agency 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 Agency. In addition, the recipient agrees that the Agency has the authorization to monitor the performance and financial management of the Recipient in regard to the commitments in this Agreement throughout the contract term to ensure timely completion of all tasks.

7. LIABILITY

By its approval of Recipient's LETF Donation Application or the granting of LETF funds to the Recipient, the Agency does not and shall not assume any liability associated with the Recipient's use of the donated funds. Further, Recipient shall indemnify and hold harmless the Agency, its officers, employees, agents, servants, designees, and representatives against all claims, of whatever nature, by third parties arising out of the performance of the activities funded under this agreement.

At no time shall Recipient represent to any third party that Recipient is an officer, agent, employee, or representative of the Agency. In addition, nothing in this Agreement shall be deemed or construed as creating or giving rise to any right in any third parties or persons other than the parties hereto.

8. DEFINITION OF "EVENT OF DEFAULT"

- (a) Any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Agency that was at any time false or misleading in any respect, or if the Recipient fails to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Agency and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
- (b) If any reports required by this Agreement have not been submitted to the Agency or have been submitted with incorrect, incomplete or insufficient information;
- (c) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement;
- (d) A misuse of funds by Recipient;

- (e) A lack of compliance with applicable rules, laws and regulations;
- (f) A refusal by the Recipient to permit Agency access to any document, paper, letter, or other material subject to disclosure under this Agreement or necessary to determine compliance with this Agreement.

9. REMEDIES

- (a) Upon an Event of Default, the Agency may, at its option and upon written notice to the Recipient, exercise any one or more of the following remedies:
 - (1) requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, including a reasonable time period for Recipient to respond.
 - (2) issuing a written warning to advise that more serious measures may be taken if the situation is not corrected within a reasonable time period to be determined by the Agency,
 - (3) advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - (4) requiring the Recipient to reimburse the Agency for the amount of costs incurred for any items determined to be ineligible;
 - (5) Commence an appropriate legal or equitable action to collect monetary damages or enforce performance of this Agreement;
 - (6) Terminate this Agreement;
 - (7) Exercise any other rights or remedies which may be otherwise available under law.

10. NOTICE AND CONTACT

All notices provided under or pursuant to this Agreement shall be in writing, and may be made both by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to a copy of this Agreement.

PBSO: With a copy to: With a copy to:	Ric L. Bradshaw, Sheriff Keeler Shephard Catherine M. Kozol Palm Beach County Sheriff's Office 3228 Gun Club Road West Palm Beach, Florida 33406
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The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Michael E. Jackson	_____
City of Pahokee	_____
207 Begonia Drive	_____
Pahokee, FL 33476	_____

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

11. TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

12. ATTACHMENTS

Attachment A – Application, Financial Application, Budget Narrative, and Application Certification

Attachment B – Program Evaluation and Program Evaluation Certification

Attachment C – Accounting of Funds

13. STANDARD CONDITIONS

(a) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

(1) have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(2) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 15(a)1; and

(3) have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

(b) Where the Recipient is unable to certify to any of the statements, such Recipient shall attach an explanation to this Agreement.

14. GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue shall lie in Palm Beach County, Florida.

15. LICENSING AND PERMITTING

Recipient shall not utilize any subcontractors, consultants, or employees to perform any activities funded under this agreement unless such subcontractors, consultants, or employees have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

16. ENTIRETY OF CONTRACTUAL AGREEMENT

The Agency and Recipient agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with paragraph 3.

17. LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

RECIPIENT:

City of Pahokee

Organization Name

BY: _____
Name and Title:

Date: _____

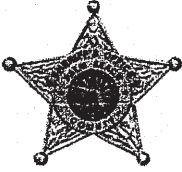
FEID # 59-6000400

AGENCY:

PALM BEACH COUNTY SHERIFF'S OFFICE

BY: _____
Ric L. Bradshaw, Sheriff

Date: _____



**PALM BEACH COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRUST FUND DONATION**

APPLICATION

Organization Name: City of Pahokee

FEID #: 596004

Web Address: cityofpahokee.com

Address: 207 Begonia Drive
STREET ADDRESS
Pahokee, FL 33476
CITY, STATE, ZIP

Executive Director: Michael E. Jackson

NAME

SIGNATURE

561-924-5534 Ext. 201

mjackson@cityofpahokee.com

TELEPHONE NUMBER

E-MAIL ADDRESS

Fiscal Agent: N/A

NAME

SIGNATURE

TELEPHONE NUMBER

E-MAIL ADDRESS

Date:

DATE



**PALM BEACH COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRUST FUND DONATION**

Organization Name: City of Pahokee

LETF Funding Request (MUST match total on Financial Application): \$64,000.00

What service will your organization provide through the use of Law Enforcement Trust Funds?

- Crime Prevention Program
- Drug Abuse Education
- Drug Prevention Program
- Drug Treatment Program
- Safe Neighborhood
- School Resource Officers

Organization Purpose:

To provide for the overall safety for the citizens of Pahokee by creating safe communities via various crime prevention modalities

Provide a brief summary of program's activities/services to be funded:

City of Pahokee is seeking ways to provide safe(r) communities by implementing a Flock Safety Program. This will provide real time alerting to law enforcement and help serve as a crime prevention tool especially in identified high crime areas. It will additionally serve as a community and law enforcement safety tool.

What results are you committed to achieving?

Community and Law Enforcement Safety.



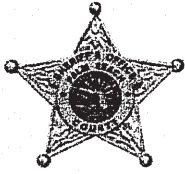
**PALM BEACH COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRUST FUND DONATION**

Attachment A

FINANCIAL APPLICATION

Period Covered (one year) From: **January 1, 2025** To: **December 31, 2025**

No.	Expense	Program Total	LETF Request	LETF
1.	Salaries			0.00%
2.	Employee Benefits/Payroll Taxes			0.00%
3.	Professional Fees	\$64,000.00	\$64,000.00	100.00%
4.	Occupancy/Utilities			0.00%
5.	Telephone			0.00%
6.	Postage/Shipping			0.00%
7.	Printing & Publications			0.00%
8.	Supplies			0.00%
9.	Travel			0.00%
10.	Meetings			0.00%
11.	Miscellaneous Expenses			0.00%
	Total Expenses	\$64,000.00	\$64,000.00	100.00%



**PALM BEACH COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRUST FUND DONATION**

Budget Narrative

**Provide detailed description for each expense listed on the Financial Application.
You may attach additional sheets if necessary.**

Salaries (list employees and individual compensation):

Professional Fees (list vendor and type of service provided):

Flock Safety - a two year service agreement with Flock Safety for teh Flock Safety Raven Program for the City of Pahokee. Agreement includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Advanced Implementation Service Brief.

Occupancy/Utilities (list utilities):

Telephone (provide telephone numbers):

Printing & Publications (list type of material):



**PALM BEACH COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRUST FUND DONATION**

Supplies (list supplies/equipment):

Travel (individuals traveling, destination and purpose):

Meetings (attendees, purpose, items needed for meeting):

Miscellaneous Expense (specify items):



**PALM BEACH COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRUST FUND DONATION**

Disclosure re: Organization's background:

Has the applicant or any of the Organization's officers, directors, trustees, or principal salaried executive personnel been enjoined in any jurisdiction from soliciting contributions or have been found to have engaged in unlawful practices in the solicitation of contributions or administration of charitable assets? Yes No If Yes, please provide the details

Has the Organization had its registration or authority denied, suspended, or revoked by any governmental agency? Yes No If yes, please provide the reasons for such denial, suspension, or revocation

Has the applicant or any of the Organization's officers, directors, or trustees, regardless of adjudication, been convicted of, or found guilty of, or pled guilty or nolo contendere to, or been incarcerated within the last 10 years as a result of having previously been convicted of, or found guilty of, or pled guilty or nolo contendere to, any felony within the last 10 years? Yes No If yes, provide the name of such person, the nature of the offense, the date of the offense, the court having jurisdiction in the case, the date of conviction or other disposition, and the disposition of the offense.

Has the applicant or any of the Organization's officers, directors, or trustees, regardless of adjudication, been convicted of, or found guilty of, or pled guilty or nolo contendere to, or has been incarcerated within the last 10 years as a result of having previously been convicted of, or found guilty of, or pled guilty or nolo contendere to, any crime involving fraud, theft, larceny, embezzlement, fraudulent conversion, or misappropriation of property, within the last 10 years? Yes No If yes, provide the name of such person, the nature of the offense, the date of the offense, the court having jurisdiction in the case, the date of conviction or other disposition, and the disposition of the offense.

Has the applicant or any of the Organization's officers, directors, or trustees, been enjoined from violating any law relating to a charitable solicitation? Yes No If yes, provide the name of such person, the date of the injunction, and the court issuing the injunction.



PALM BEACH COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT TRUST FUND DONATION

APPLICATION CERTIFICATION I hereby certify that any LETF funds received will be used for the authorized purposes as indicated on Pages 2 through 6 of this application. I further certify that any funds received shall be used prudently and in such a manner as to avoid any appearance of extravagance, waste, or impropriety. I certify that the responses provided in this application are true and correct to the best of my knowledge and understand that any omissions, untruthfulness, or misrepresentations contained herein shall disqualify the Organization from further consideration or may result in revocation and/or reimbursement of awarded LETF funds. Additionally, I certify that the organization requesting the funds is either (a) a governmental agency, (b) a Florida not-for-profit organization which has been held to be tax exempt under the provisions of s. 501 of the Internal Revenue Code and is registered as a Non-Profit organization with the State of Florida, Department of State, Division of Corporations, or (c) a Non-Florida not-for-profit organization which has been held to be tax exempt under the provisions of s. 501 of the Internal Revenue Code and is registered as a Non-Profit organization with the

Not Applicable - Government Agency

State, Department, Division (Not-for-profit organizations with headquarters outside of Florida)

Michael E. Jackson
Name (please print)
Signature

City Manager
Title (please print)
Date
6/28/24

NOTARY SECTION:

State of Florida
County of Palm Beach

The foregoing Agreement was acknowledged and subscribed before me by means of [X] physical presence or [] online notarization, this 1st day of July, 2024 by Michael E. Jackson (name of individual) as City Manager (title) of City of Pahokee (name of organization/ agency), who is personally known to me or who produced as identification.

Notary Public signature and seal for Noemi Polanco, Notary Public - State of Florida, Commission # HH 368624, My Comm. Expires Apr 19, 2027, Bonded through National Notary Assn.

Notary Public My Commission Expires: 4/19/2027



**PALM BEACH COUNTY SHERIFF'S OFFICE
STATE LAW ENFORCEMENT
TRUST FUND DONATION**

Program Evaluation Form

Legal Name & Address of Recipient: _____

<p>Date of LETF Award: _____</p> <p>Reporting Period: <input type="checkbox"/> Jan-Jun <input type="checkbox"/> Jul-Dec <input type="checkbox"/> Final</p>

Please provide a review of the funded program efforts covering the prior 180 days of activity. The review should include the following:

- A status report of how the funds have been spent
- A review of related program activity
- Any changes from the original, approved application/budget plan submitted
- Any problems encountered in programmatic/budget activity.
- If this is a final report, it must be accompanied by the "Accounting of Funds Form"

Please utilize the attached forms.

**Forward This Report to:
Keeler Shephard
c/o Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, Florida 33406**



PALM BEACH COUNTY SHERIFF'S OFFICE

**STATE LAW ENFORCEMENT
TRUST FUND DONATION**

PROGRAM EVALUATION

Period Covered (6 months) From: ___/___/___ To: ___/___/___

No.	Expense Category	Total Awarded	Expenditure for this Period	Remaining Balances per Category
1.	Salaries	\$	\$	\$
2.	Employee Benefits/Payroll Taxes	\$	\$	\$
3.	Professional Fees	\$	\$	\$
4.	Occupancy/Utilities	\$	\$	\$
5.	Telephone	\$	\$	\$
6.	Postage/Shipping	\$	\$	\$
7.	Printing & Publications	\$	\$	\$
8.	Supplies	\$	\$	\$
9.	Travel	\$	\$	\$
10.	Meetings	\$	\$	\$
11.	Miscellaneous Expenses	\$	\$	\$
	Totals	\$	\$	\$



PALM BEACH COUNTY SHERIFF'S OFFICE
STATE LAW ENFORCEMENT
TRUST FUND DONATION

Please describe program activities during the past 6 month period:

Please describe program modifications/budget modifications made since time of original application:

Please describe any problems which have been encountered in the past six months regarding programmatic/budget operations:



PALM BEACH COUNTY SHERIFF'S OFFICE
STATE LAW ENFORCEMENT
TRUST FUND DONATION

Attachment B

Special Notes:



PALM BEACH COUNTY SHERIFF'S OFFICE
STATE LAW ENFORCEMENT
TRUST FUND DONATION

Program Evaluation Certification

I hereby certify that all of the information provided is true, correct, and complete to the best of my knowledge.

Name (please print)

Title (please print)

Signature

Date

NOTARY SECTION:

State of _____

County of _____

The foregoing Program Evaluation Form was acknowledged and subscribed before me by means of **physical presence** or **online notarization**, this ____ day of _____, 20__ by _____ (name of individual) as _____ (title) of _____ (name of organization/ agency), who is personally known to me or who produced _____ as identification.

Notary Public

My Commission Expires: _____

