



Legislation Text

File #: 26-0480, **Version:** 1

Interoffice Memorandum

DATE: April 1, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Daniel P. Banks, Deputy County Administrator

FROM: Louis A. Quinones, Jr., Chief Corrections Department

CONTACT: Andrea Lowery, Manager, Corrections Fiscal and Operational Support Division

PHONE: 407-836-3511

DIVISION: Fiscal and Operational Support Division

ACTION REQUESTED:

Approval and execution of State Board of Immigration Enforcement Local Law Enforcement Immigration Grant Program Grant Award Agreement Award Number: IG017 in the amount of \$100,000 for reimbursement of expenses and participation in related state mandated immigration enforcement activities. (Fiscal and Operational Support)

PROJECT: N/A

PURPOSE: The purpose of this Grant Award is a pass-through to local law enforcement agencies and county detention facilities in support of the Local Law Enforcement Immigration Grant Program that fosters cooperation and coordination with federal immigration agencies in the enforcement of federal immigration laws.

BUDGET: N/A



OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: May 12, 2026

TO: Andrea Lowery, Fiscal Manager
Corrections Department, BCC

FROM: Jennifer Lara-Klimetz, Manager *RE for JLK*
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Document, Corrections Department Consent
Item 1, Legislative File # 26-0480, May 5, 2026

Enclosed is the State Board of Immigration Enforcement Local Law Enforcement Immigration Grant Program Grant Award Agreement Award Number: IG017 (1 original) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on May 5, 2026.

Please forward the document to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy jennifer.mcGill@ocfl.net. Note: ClerkofBCC@occompt.com is **used only for County staff submission of pending documents.**

Please include in cover memo or subject line identification of the document by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The documents will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed document before June 5, 2026, notify the Clerk's Office by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

jlk:re

Enclosure (1)

dl: Louis A. Quinones Jr., Chief, Corrections Department
Daniel P. Banks, Deputy County Administrator, BCC [email]
Whitney Evers, Senior Assistant County Attorney, County Attorney's Office, BCC [email]
Pending File

**State Board of Immigration Enforcement
Local Law Enforcement Immigration Grant Program
Grant Award Agreement**

BCC Mtg. Date: May 5, 2026

Award Number: IG017
Participating Agency: Orange County, FL
Grant Activity Period: 02/17/2025 – 06/30/2026
Award Amount: \$100,000.00
CSFA Catalog Number: 71.158

This grant award agreement is entered into by and between the State Board of Immigration Enforcement (herein referred to as the “Board”) and the Participating Agency named above.

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

WHEREAS, Chapter 2025-1, Laws of Florida, created Section 908.1033, Florida Statutes, and resulted in an appropriation of \$250,000,000 in funds for the Board to pass-through to local law enforcement agencies and county detention facilities in support of the Local Law Enforcement Immigration Grant Program; and

WHEREAS, the Participating Agency represents that it is fully qualified and eligible to receive this award and to perform the tasks identified herein in accordance with the terms and conditions of this agreement.

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 and appendices:

Section I: Scope of Work
Section II: Deliverables
Section III: Approved Budget
Section IV: Amendments
Section V: Data Collection Requirements
Section VI: Performance Reporting
Section VII: Financial Reporting and Reimbursement
Section VIII: Award Contacts
Section IX: Special Conditions
Section X: Standard Conditions for State Financial Assistance Awards
Section XI: Award Signatures

SECTION I: SCOPE OF WORK

The purpose of the Local Law Enforcement Immigration Grant Program (IGP) is to foster cooperation and coordination with federal immigration agencies in the enforcement of federal immigration laws by completing one or more of the following activities:

- (1) Supporting the training and credentialing of local law enforcement and corrections personnel to perform designated immigration enforcement activities through the Department of Homeland Security (DHS), Immigration and Customs Enforcement’s (ICE) 287(g) program.
- (2) Subleasing detention beds to ICE for temporary periods of time in accordance with agreements executed between the Participating Agency and ICE.
- (3) Assisting in the transport of unauthorized aliens between local, state, and federal facilities.

- (4) Providing personnel to perform allowable activities under the DHS/ICE 287(g) program.
- (5) Providing bonus payments to credentialed law enforcement and correctional personnel who perform designated immigration enforcement duties as outlined in program statute and rule.
- (6) Procuring equipment, hardware, and software essential to assisting the federal government in its enforcement of immigration laws.
- (7) Performing other functions related to the detention and transport of unauthorized aliens or other functions related to participation in the 287(g) program, as approved by the Board.

This grant award agreement will provide reimbursement to the Participating Agency for the approved costs outlined in Section III of this agreement. Reimbursement will be contingent on the Participating Agency complying with the applicable program data collection elements outlined in Section V of this agreement.

SECTION II: DELIVERABLES

The Participating Agency shall determine the specific tasks associated with each approved activity below based on the nature of the immigration enforcement initiative performed by their agency.

Financial Consequences: Each deliverable listed below is a cost-reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request and supported by the appropriate documentation will be eligible for reimbursement under this grant.

IGP – B Deliverable:	The Participating Agency will sublet available detention facility beds to the United States Immigration and Customs Enforcement.
Minimum Performance	The Participating Agency shall provide beds to house individuals being detained by immigration authorities upon request or as part of the Participating Agency's own enforcement duties. Documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed \$50,481.00.
IGP – F Deliverable:	The Participating Agency will provide bonus payments to correctional personnel credentialed as a designated immigration officer (DIO) or Warrant Service Officer (WSO).
Minimum Performance	The officer receiving the bonus must have served as a credentialed Warrant Service Officer or Designated Immigration Officer for at least six months preceding the bonus payment. The Participating Agency shall provide a Bonus Payment Certification Form (SBIE-002) for each officer receiving the payment. Additional documentation to be provided at payment for the allowable expenses associated with this deliverable is outlined in Section VII of this agreement.
Price:	The total cost for this deliverable shall not exceed \$49,519.00.

SECTION III: APPROVED BUDGET

Budget Category	Total
IGP-A: Training Programs for 287(g)	\$0.00
IGP-B: Subletting Detention Beds	\$50,481.00
IGP-C: Transportation on Behalf of ICE	\$0.00
IGP-D: Travel and Lodging for 287(g)	\$0.00
IGP-E: LEO Bonus Payments	\$0.00
IGP-F: CO Bonus Payments	\$49,519.00
IGP-G: Equipment, Hardware, and Software for 287(g)	\$0.00
IGP-H: Other Costs Related to Immigration Enforcement	\$0.00
TOTAL	\$100,000.00

The Participating Agency may receive reimbursement for the following approved line-item expenses under this award. All expenses submitted for reimbursement by the Participating Agency must be accompanied by the applicable documentation outlined in Section VII of this agreement.

Category	Line Item	Description	Total
IGP-B	IGSA Reimburse Difference Between Daily Bed Rate	Reimburse difference between IGSA daily bed rate of \$88 and maximum \$100 per day. Actual billable days are based on prior month approved billable days. March 2025 - June 2026 estimated 4,207 billable days X \$12 = \$50,481	\$50,481.00
IGP-F	CO Bonus Incentive	46 staff trained as WSO 46 WSO X \$1,000 bonus = \$46,000 \$46,000 bonus X 7.65% FICA = \$3,519 Total \$49,519	\$49,519.00
TOTAL			\$100,000.00

The following standard budget terms apply to this award:

All items, quantities, and/or prices above are estimates based on the information available at the time of award, or subsequent amendment.

All items requested for reimbursement must be allowable in accordance with the approved budget, reasonably priced based on a current market review, and necessary for the operation and success of the program.

Any subscription, service agreement, extended warranty, license, lease, or any other item with a specific term period may require the Board to pro-rate the reimbursement to comply with state grant management rules and regulations.

Items above may include additional, individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system", etc.

Award funds may be used to pay for applicable shipping, freight, and/or installation costs.

The Participating Agency is prohibited from moving funds freely among previously approved budget line items.

The Board's determination of acceptable expenditures requested for reimbursement shall be conclusive.

SECTION IV: AMENDMENTS

The Board 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 all such changes will be provided to the Participating Agency. The Participating Agency may request amendments to the agreement in accordance with the provisions outlined below.

Non-Monetary Amendments

Amendment requests that do not increase the total award amount, or change the amounts allocated among individual line items outlined in Section III, may be submitted by the Participating Agency and subsequently approved by the Board's grant supervisor. This includes amendments to change a contact listed in Section VIII, clarifying amendments for existing approved budget items in Section III, or to decrease the award for closeout.

Monetary Amendments

Amendment requests that increase the total award amount, change the amounts allocated among existing line items in Section III, or add new line items to the budget may be submitted by the Participating Agency in a format prescribed by the Board.

If the total award amount is \$25,000 or less after the amendment, and the award does not contain any funding for equipment, software or hardware, the amendment request must only receive Executive Director approval before the amendment can be approved by the Board's grant supervisor.

If the total award amount is more than \$25,000, or the award contains funding for equipment, hardware or software, the amendment request must receive approval from the Executive Director, the Board, and the Legislative Budget Commission, in accordance with s. 908.1033, F.S. Upon the amendment advancing through the Legislative Budget Commission with no objection, the amendment can be approved by the Board's grant supervisor.

SECTION V: DATA COLLECTION REQUIREMENTS

Reimbursement of the line-item expenses outlined in Section III is contingent upon the Participating Agency complying with the data collection requirements outlined below.

Local Law Enforcement Agency – Individual Data Collection

Any local law enforcement agency seeking reimbursement through this agreement must collect and report the following individualized data points, in accordance with the policies and procedures of the Participating Agency, when a suspected unauthorized alien is encountered. The data must be reported through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Encounter date and reporting agency information
 - a. Date of the encounter
 - b. Agency Name
 - c. Name and title of Officer reporting the encounter
2. Location of the encounter
 - a. City or unincorporated area
 - b. County
 - c. Address
3. Personal identifying information for the suspected unauthorized alien
 - a. First, middle, last name
 - b. Country of citizenship
 - c. Alien registration number (if applicable)
 - d. Date of birth
 - e. Sex
 - f. Complete street address, city, state, and zip code
 - g. Current telephone number
 - h. Street address for current employer
 - i. Identified or suspected criminal gang affiliation
 - j. Vehicle information (description, registration, license plate)
 - k. Criminal history (Yes or No)
 - l. Citizenship verified with ICE (Yes or No)
4. Criminal arrest information arising from the encounter (if applicable)
 - a. Criminal charges list in order of severity
 - b. Information describing whether ICE was contacted during the encounter, if yes:
 - c. Indication if personnel from ICE responded
 - d. If ICE did not respond, a narrative describing the reasons provided

5. Photograph of the suspected unauthorized alien that provides a clear image of the face and neck. This is not required if a jail facility takes a booking photograph after a criminal arrest.

Local Law Enforcement Agency – Summary Data Collection

Any local law enforcement agency seeking reimbursement through this agreement must collect and report the following summary data through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Total number of law enforcement officers maintaining an active designated immigration officer status each month through the Task Force Model under the 287(g) program.
2. Total number of immigration investigations conducted by the Participating Agency's designated immigration officers each month while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.
3. Total number of immigration investigations conducted by the Participating Agency's designated immigration officers each month that results in arrest while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.
4. Total number of times the Participating Agency's law enforcement officers initiate arrests for only civil immigration charges while duly cross sworn as a designated immigration officer through the Task Force Model under the 287(g) program.

Detention Facility – Summary Data Collection

Any county operated or local law enforcement detention facility must collect and report the following summary data through an electronic platform established by the Board, no later than the 15th of the subsequent month.

1. Total number of immigration detainer (I-247) forms it receives from Immigration and Customs Enforcement each month, accompanied by any associated arrests warrants (I-200) and/or warrants of removal (I-205) forms.
2. The number of immigration detainees the agency receives from Immigration and Customs Enforcement and are subsequently cancelled, with the subject of the detainer having been released without being transferred to the custody of ICE.
3. The number of unauthorized aliens for whom the agency received an immigration detainer from Immigration and Customs Enforcement, but who ICE ultimately failed to take into custody within the required time period, thus requiring the agency to release the individual.
4. The highest state law offense classification for each unauthorized alien for whom Immigration and Customs Enforcement issues an immigration detainer.
5. The number of unauthorized aliens who meet the criteria noted in 1 through 4, who were charged with a violent crime.
6. The number of unauthorized aliens for the agency receives an immigration detainer from Immigration and Customs Enforcement after the person was released on state criminal charges.
7. The number of unauthorized aliens who the agency lodges immigration detainees before Immigration and Customs Enforcement makes an independent biometric or biographic match through the normal booking process.
8. The number of unauthorized aliens the agency transports from its jail facility to an Immigration and Customs Enforcement facility upon conclusion of the immigration detainer period in lieu of ICE taking custody of the individual at the jail facility.
9. The monetary amount of the reimbursement costs the agency received from Immigration and Customs Enforcement in the prior month, the agency's reimbursement rate from ICE, and how many beds the agency incurred for housing the unauthorized aliens from the time those aliens' state law charges were resolved until they were either released from jail or to the custody of ICE.

The agency shall also report the difference between its actual unauthorized alien housing cost and the reimbursable amount for each month.

SECTION VI: PERFORMANCE REPORTING

The Participating Agency is responsible for maintaining adequate documentation to support the performance of activities under this award. This documentation shall be maintained in the Participating Agency's own grant file and shall be provided for review upon request.

The Participating Agency must adhere to the minimum performance documentation requirements outlined below based on the activity they are performing.

IGP-A Immigration Enforcement Training Programs

The Participating Agency is responsible for tracking the training of each officer. The required information includes, but is not limited to:

1. Name and location of training
2. Agency or entity hosting the training
3. Office name and ID
4. Overtime hours associated with completing the training, including associated employer-paid fringe benefits
5. Travel costs associated with completing the training
6. Material costs associated with completing the training

IGP-B Subletting Detention Beds to Immigration and Customs Enforcement

The Participating Agency is responsible for tracking beds used for detaining unauthorized aliens on behalf of ICE. The required information includes, but is not limited to:

1. Identification number to track the unauthorized alien
2. Date and time the individual was released on their state charges
3. Date and time the individual leaves the facility or is transferred to ICE custody

IGP-C Transporting Aliens on Behalf of Immigration and Customs Enforcement

The Participating Agency is responsible for tracking the transport of unauthorized aliens on behalf of ICE. The required information includes, but is not limited to:

1. Identification number to track the unauthorized alien
2. Transport officers assigned to the detail (the grant will reimburse a maximum of two officers per transport)
3. Point of origin, date, and departure time
4. Point of return, date, and arrival time
5. Overtime costs incurred, including the associated employer-paid fringe benefits
6. Travel costs incurred during the transport detail (i.e., hotel, meals, mileage, etc.)

IGP-D Travel and Lodging Directly Related to 287(g) Task Force Activities

The Participating Agency is responsible for tracking any travel-related costs directly associated with active participation in task force activities under the 287(g) program. The required information includes, but is not limited to:

1. Officer name and ID
2. Point of origin, date, and departure time
3. Point of return, date, and arrival time
4. Travel costs incurred during the operation/activity (i.e., hotel, meals, mileage, etc.)

IGP-E Bonus Payments to Law Enforcement Officers

The Participating Agency is responsible for tracking the certification of each officer and the ICE-related operations each officer participates in. The required information includes, but is not limited to:

1. Officer name and ID
2. Date credentialed as a Designated Immigration Officer
3. Operation date
4. Brief description of ICE-related operation

IGP-F Bonus Payments to Corrections Officers

The Participating Agency is responsible for tracking the certification of each officer. The required information includes, but is not limited to:

1. Officer name and ID
2. Date credentialed as a Designated Immigration Officer or Warrant Service Officer
3. Date the officer began serving as a DIO or WSO

IGP-G Equipment, Hardware and Software

The Participating Agency is responsible for tracking the equipment, hardware, and/or software in accordance with their own inventory, device management, and/or maintenance policy. The Participating Agency is responsible for ensuring compliance with CJIS Security Standards, and any other applicable policies, for any equipment, hardware, and/or software purchase that interface with state or federal databases.

IGP-H Other Costs Associated with Immigration Enforcement

The Participating Agency is responsible for tracking any other incidental costs related to moving, transporting, lodging, temporary detention, or active participation in task force activities under the 287(g) program. The required information for tracking will vary depending on the activity being funded. The Participating Agency shall track in sufficient detail to document the performance of the activity and the associated costs in the event of an external audit.

SECTION VII: FINANCIAL REPORTING AND REIMBURSEMENT

All reimbursement requests associated with this award will be managed through the Board's electronic grant management system. The participating agency must complete the following three steps, in sequential order, to submit a reimbursement request.

Expense Entry

The Participating Agency is responsible for entering the individual expenses associated with the allowable budget items in Section III of this agreement. These expenses are to be entered as individual items in the electronic grant management system and must adhere to the guidelines for the applicable cost type outlined below.

For any contract, subscription, or payment plan type invoicing, this grant award can only cover the cost of payments made to the vendor/supplier during the grant period.

The grant cannot reimburse payments that will occur after June 30, 2026.

Overtime and Associated Fringe Benefits		
Field Name	Data Required	Example
Salary	Total cost being requested for reimbursement	\$1,473.40
Expense Date	Date Paid (or last date paid if multiple for the month)	03/31/2025
Expense Status	Reviewed	N/A
Payee	Officer Name	John Doe
Description	Description of Activity Dates Work Performed Total Hours x Pay Rate Benefits Breakdown Date(s) Paid	DIO Task Force Operation OT Dates: 03/10/2025, 3/23/2025 10 hours x \$100/hour = \$1,000 FICA = \$1,000 x 7.65% = \$76.50 FRS = \$1,000 x 35.19% = \$351.90 WC = \$1,000 x 4.5% = \$45.00 Paid: 3/17/2025, 3/31/2025
Documentation to Upload	Timesheets OT detail slips (if applicable) Paystub Employer-paid benefit statement (if not clearly shown on paystub)	N/A
Travel Costs and Mileage		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement	\$501.42
Expense Date	Date Traveler Paid by Participating Agency	03/31/2025
Expense Status	Reviewed	N/A
Payee	Traveler Name	John Doe
Description	Reason Destination(s) Dates of travel Breakdown of associated travel cost	287(g) operation in Orlando, FL Dates: 3/15/2025 – 3/17/2025 Mileage: \$0.445/mile x 147 mi. = \$65.42 Hotel: 2 nights x \$176.50/night = \$353 Meals: \$83
Documentation to Upload	Travel Voucher (Form SBIE-004) and documentation as required by form.	N/A
Subletting Beds to ICE		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement for reporting month	\$1,960.00
Expense Date	Last day of the reporting month	03/31/2025
Expense Status	Reviewed	N/A
Payee	Participating agency name	Elm County Sheriff's Office
Description	Invoice Period Total number of detainees Total number of bed days Reimbursement Rate	March 2025 # of Detainees = 25 # of Bed Days = 56 Rate = \$35/day
Documentation to Upload	Monthly Bed Day Summary (Form SBIE-005)	N/A

Equipment, Hardware, and/or Software		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement for reporting month	\$17,500
Expense Date	Date invoice paid by Participating Agency	03/31/2025
Expense Status	Reviewed	N/A
Payee	Vendor/Supplier	Idemia
Description	Item(s) calculation Service Period (if applicable) Method of Payment (check #, ACH, credit care)	(5) Rapid ID devices @ \$3,100 each MDM software @ \$2,000 each (October 2025 – September 2026) Paid with Check # 25985
Documentation to Upload	Purchase Order Invoice Proof of payment (cancelled check, ACH transfer log showing paid status, credit card statement)	N/A
Contract Services		
Field Name	Data Required	Example
Direct Cost	Total cost being requested for reimbursement for reporting month	\$9,000
Expense Date	Date invoice paid by Participating Agency	03/31/2025
Expense Status	Reviewed	N/A
Payee	Vendor/Supplier	Elm County Sheriff's Office
Description	Short expense description Service Period (if applicable) Item(s) calculation Method of Payment (check #, ACH, credit card)	Software configuration and programming for September 2025 120 hours at \$75/hour Paid by ACH
Documentation to Upload	Purchase Order (if applicable) Invoice Service Log/Documentation Proof of payment (cancelled check, ACH transfer log showing paid status, credit card statement)	N/A

Budget Reporting Period and Payment Requests

The Participating Agency is responsible for closing each budget reporting period within the electronic grant management system on a monthly basis. The system will aggregate all expenses entered (based on expense date) for the associated reporting period, which will be used to generate a Payment Request as outlined below.

For any budget reporting period with associated expenses, the Participating Agency is responsible for creating and submitting the payment request in the electronic grant management system and linking the respective budget reporting period(s) accordingly. The closing of each budget reporting period, and submission of the payment request is due no later than 30 days after the end of each reporting period as shown in the table below.

#	Period	Due Date	#	Period	Due Date
01	02/17/2025 – 02/28/2025	03/30/2025	10	11/01/2025 – 11/30/2025	12/30/2025
02	03/01/2025 – 03/31/2025	04/30/2025	11	12/01/2025 – 12/31/2025	01/30/2026
03	04/01/2025 – 04/31/2025	05/30/2025	12	01/01/2026 – 01/31/2026	02/28/2026
04	05/01/2025 – 05/31/2025	06/30/2025	13	02/01/2026 – 02/28/2026	03/30/2026
05	06/01/2025 – 06/30/2025	07/30/2025	14	03/01/2026 – 03/31/2026	04/30/2026
06	07/01/2025 – 7/31/2025	08/30/2025	15	04/01/2026 – 04/30/2026	05/30/2026
07	08/01/2025 – 08/31/2025	09/30/2025	16	05/01/2026 – 05/31/2026	06/30/2026
08	09/01/2025 – 09/30/2025	10/30/2025	17	06/01/2026 – 06/30/2026	07/30/2026
09	10/01/2025 – 10/31/2025	11/30/2025	18	Final Reconciliation	08/30/2026

For any budget reporting period that ended prior to the activation of this award in the electronic grant management system, the Participation Agency shall enter all expenses and close the associated budget reporting period(s) within 45 days from activation. In this instance, the Participating Agency may link all prior reporting periods to the first payment request. All other payment request shall only be linked to one reporting period, unless exceptions are granted from the Board's grant supervisor.

If no expenses were incurred during a particular budget reporting period, the Participating Agency shall close the associated budget reporting period as a \$0.00 reporting period. This will not get aggregated into a Payment Request, and the Participating Agency is exempt from submitting a payment request for that period, as there are no associated expenses to request reimbursement for.

Payment Request Submission Certification

By submitting a payment request in the electronic grant management system, the Participating Agency certifies that all costs claimed for reimbursement were incurred in accordance with the terms and conditions of this agreement. The Participating Agency must certify the following statement when submitting their payment request:

"Pursuant to the State Board of Immigration Enforcement's data collection requirements described in Section 908.1031(3)(e), Florida Statutes, by submitting this payment request, I attest to the best of my knowledge that my organization collects and reports the individualized data points outlined in Section V of the award agreement relating to: (1) interactions/encounters with a suspected unauthorized alien; (2) summary data for law enforcement agencies; and (3) if my organization operates a county detention facility, my organization reports the summary data for detention facilities. I understand that if my organization is later found to not be in compliance with all requirements, we will forfeit our grant reimbursement eligibility for the remainder of the fiscal year."

The Board's grant management team will review compliance with data collection prior to processing any request for reimbursement. If an agency is not reporting the required data collection elements, the Board's grant management team will reject the associated payment request. The Participating Agency may resubmit the rejected payment request once compliance with the data collection requirements is achieved.

Payment Request Approval and Reimbursement

Per s. 908.1033, F.S., this is a cost-reimbursement agreement only. No cash advances can be administered under this program.

Funds will be distributed to the Participating Agency in conjunction with the receipt, review, and approval of a payment request and all required supporting documentation as outlined above. All payment requests submitted to the Board will be reviewed and audited in accordance with applicable state financial assistance

rules, regulations, statutes, and Department of Financial Services guidelines. Additional supporting documentation may be requested by the Board prior to approving any payment request.

The State of Florida's performance and obligation to pay under this agreement is contingent upon the legislative appropriation, availability of funds, and is subject to any modification in accordance with Chapter 216, F.S., or the Florida Constitution. The Board will administer and disburse funds under this agreement in accordance with s. 215.97, s. 215.971, s. 215.981, and s. 215.985, F.S. The Board's determination of acceptable expenditures shall be conclusive.

Payments will be disbursed in the form of a paper check (warrant) or via direct deposit (EFT) in accordance with s. 215.422, F.S. This election is determined by the Participating Agency's own selection in the state's vendor information system. A Participating Agency that wishes to enroll in direct deposit for payments from the state must complete and submit a Direct Deposit Authorization Form to the Department of Financial Services. More information on direct deposit is available at on the Department of Financial Services website at <https://www.myfloridacfo.com/division/aa/vendors>.

SECTION VIII: AWARD CONTACTS

Any changes to the individuals identified below must be made in writing.

Board's Grant Manager

Gary Carmichael
 Government Analyst II
 P.O. Box 1489
 Tallahassee, FL 32302-1489
 850-617-1273
 GaryJCarmichael@fdle.state.fl.us

Participating Agency Grant Manager

Andrea Lower
 Fiscal Manager
 P.O. Box 4970
 Orlando, FL 32802
 407-836-3511
 Andrea.Lowery@ocfl.net

Participating Agency Chief Official

Jerry L. Demings
 Mayor
 201 S. Rosalind Ave.
 Orlando, FL 32801
 407-836-7360
 OMBGrantsInfo@ocfl.net

Participating Agency Chief Financial Officer

Jamille Clemens
 Grants Supervisor
 P.O. Box 38
 Orlando, FL 32802
 407-836-5708
 Jamille.Clemens@occompt.com

SECTION IX: SPECIAL CONDITIONS

This agreement is subject to the special conditions set forth below. Any condition identified below as a "Withholding of Funds" condition must be cleared through an administrative grant amendment processed by the Board's grant manager prior to issuing a related payment under this award.

Condition Number	Condition Language
S0001	As a recipient of these funds, the Participating Agency is required to comply with the reporting requirements outlined Section V of this agreement. A Participating Agency who attests to comply with these reporting requirements but is later found by the State Board of Immigration Enforcement to not be in compliance, will forfeit eligibility of any grant reimbursements for the remainder of the state fiscal year.
S0004	This award contains grant funds for detaining and housing unauthorized aliens on behalf of Immigration and Customs Enforcement (ICE). The Participating Agency is required to track beds used for the housing of the unauthorized aliens. At a minimum, the tracking shall include: an identifying number for the unauthorized alien, date and time the individual was released

	from custody on state charges, and the date and time the unauthorized alien leaves the facility or is transferred into ICE custody. This documentation must be submitted with any housing-related reimbursement request.
S0009	This award contains grant funds to provide bonus payments for qualified corrections officers credentialed as a Warrant Service Officer (WSO) or Designated Immigration Officer (DIO). The Participating Agency is required to track the eligibility of each officer and the length of time the officer has served as a WSO or DIO. This documentation must be maintained by the Participating Agency and provided upon request.
W0010	WITHHOLDING OF FUNDS: Prior to the drawdown of funds for a corrections officer bonus payment, the Participating Agency must provide a properly executed Bonus Payment Certification (Form # SBIE-002) for each corrections officer receiving the bonus.
W0022	WITHHOLDING OF FUNDS: At the time of application, the most recent available annual financial audit was from year ending 2024. However, a Single Audit Certification (Form # SBIE-003) for that year is not on file. Prior to the drawdown of funds, the Participating Agency must provide a properly completed Single Audit Certification for the year ending 2024.

SECTION X: STANDARD CONDITIONS FOR STATE FINANCIAL ASSISTANCE AWARDS

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

1. Governing Laws 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 Participating Agency shall comply with the provisions of s. 11.062 and s. 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 Participating Agency shall at times act in the capacity of an independent contract and not as officer, employee, or agency of the State of Florida. Nothing in this agreement may be understood to constitute a partnership or joint venture between the Board and the Participating Agency. Neither the Participating Agency 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 Board by virtue of this agreement, unless specifically authorized in writing to do so.
- C. Limitations on Advertising: The Board is prohibited from endorsing the Participating Agency as a recipient of state financial assistance. The Participating Agency shall not use the logos or emblems of the Board on any of their individual publications unless specifically authorized in writing to do so.
- D. 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.

- E. Civil Rights: The Participating Agency agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. s. 12101 et seq.) and shall not discriminate against any individual employed in the performance of this agreement due race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, age, or marital status.
- F. E-Verify: The Participating Agency agrees to comply with s. 448.095(5), F.S., requiring the Participating Agency and all third-party entities it enters into agreements with to register with and use the E-Verify system to verify employment eligibility. The Participating Agency 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 stating they not employ, contract with, or subcontract with unauthorized aliens. If the Participating Agency or the Board has a good faith belief that a third-party entity is in violation of s. 448.09(1), F.S., the Participating Agency 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 the termination no later than 20 calendar days after the date on which the contract was terminated.
- G. 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 condition, security background investigations shall include, but not be limited to employment history checks, fingerprinted for all purposes, 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.
- H. Non-disclosure Agreements: The Participating Agency 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 investigation or law enforcement representative or a state or federal department or agency authorized to receive such information. The Participating Agency certifies that if it is informed or notified that any contractor 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 obligation of these award funds to the entity and will immediately notify the Board. The Participating Agency will not resume obligations until expressly authorized to do so by the Board.
- I. Disputes and Appeals: Unless otherwise stated in this agreement, disputes concerning performance under this award will be decided by the Board, who shall provide the decision in writing to the Participating Agency. In the event, either the Participating Agency or the Board is dissatisfied with the dispute resolution decisions, jurisdiction for any dispute arising under the terms of this agreement will be in state court, and the venue will be the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Board and the Participating Agency agree to be responsible for their own attorney fees incurred in connection with disputes arising from this agreement.
- J. Prohibited Vendor Lists: The Participating Agency may not enter into an agreement with any organization names on a prohibited vendor list, pursuant to s. 287.133 – s. 287.137, F.S. In addition, if the Participating Agency is found to be included on any of these lists, the Board may unilaterally terminate this agreement. These lists are maintained by the Department of Management Services on their website.

- a. The "Convicted Vendors List" (s. 287.133, F.S.)
- b. The "Discriminatory Vendors List" (s. 287.134, F.S.)
- c. The "Forced Labor Vendor List" (s. 287.1346, F.S.)
- d. The "Scrutinized List of Prohibited Companies" (s. 287.135, F.S.)
- e. The "Suspended Vendors List" (s. 287.1351, F.S.)
- f. The "Antitrust Violator Vendor List", (s. 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 Participating Agency may only expend funding under this agreement for the allowable costs identified in Section III above that were incurred between February 17, 2025, and June 30, 2026. Any balance of unspent or unobligated funds shall revert to the state upon closeout of the award. If it is determined at any point that funds were paid to the Participating Agency in excess of what should've been paid, the Participating Agency shall refund the overage to the Board.
- B. Compensation: This is a cost-reimbursement agreement. Payments made under this agreement shall not exceed the award amount and shall only be disbursed by Board after review and acceptance of the Participating Agency's performance of allowable activities outlined in this agreement.
- C. Payment Process: Subject to the provisions outlined in Section VII of this agreement, the Board agrees to pay the Participating Agency in accordance with s. 215.422, F.S.
- D. EFT Payments: Electronic Funds Transfer (EFT) payments are preferred by the Board and the State of Florida. While enrollment is not a requirement to receive funds under this agreement, the Participating Agency may choose to enroll by submitting the required authorization form to the Department of Financial Services. More information is available at the Department of Financial Services website: <https://www.myfloridacfo.com/division/aa/vendors>.
- E. Financial Management: The Participating Agency agrees to maintain all records and documents (including electronic files) in accordance with generally accepted accounting procedures and practices. The Participating Agency must be able to record and report on the receipt, obligation, and expenditure of grant funds separately for each award received from the state.
- F. Expenditures: All expenditures under this award 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 Department of Financial Services.
- G. Taxes: The Participating Agency may use its own tax exemption when paying suppliers to fulfill contractual obligations under this award. The Participating Agency shall be responsible and liable for the payment of all FICA, Social Security, and other taxes resulting from this agreement, unless the reimbursement of those items is expressly included in the approved budget in Section III of this agreement.
- H. Invoicing Requirements: The payment request submitted to the Board for reimbursement serves as the Participating Agency's invoice to the Board for reimbursement. The payment request must adhere to all provisions outlined in Section VII of this agreement and the invoicing requirements outlined in the Reference Guide for State Expenditures maintained by the Department of Financial Services.

- I. Final Payment Request: If the Participating Agency fails to submit the final payment request to the Board by August 30, 2026, the Board may, at its sole discretion, consider the recipient to have forfeited any all rights to reimbursement of the final payment request under this agreement.
- J. Refunds: If the Participating Agency, or its independent auditor, discover that an overpayment has been made, or that funds previously reimbursed under this award were all reimbursed by another funding source, the Participating Agency shall contact the Board immediately. In the event the Board first discovers an overpayment has been made, the Board will notify the Participating Agency in writing. The Board shall provide a Refund Request Form to the Participating Agency to be completed and mailed to the Board with the refund check. Refunds must be submitted to the Department within 30 calendar days after the date of discovery. Checks shall be made payable to the "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 Board 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 Board may choose to recoup the overpayment from the next reimbursement request.

- K. Recoupment of Funds: If the Participating Agency's noncompliance with any provision of this agreement results in additional costs or monetary loss to the Board or the State, the Board may recoup the costs or losses from reimbursement owed to the Participating Agency under this agreement. In the event additional costs or losses arise when no money is available under this agreement, the Participating Agency shall repay such costs to the Board in full within 30 days from the date of discovery or notification, unless the Board agrees, in writing, to an alternative timeframe.

3. Monitoring and Audit Requirements

This agreement is subject the monitoring activities and audits outlined below.

- A. Monitoring: In addition to audits conducted under the Florida Single Audit Act, the Participating Agency agrees to cooperate and comply with any monitoring procedures or processes deemed appropriation by the Board. Monitoring activities may include, but is not limited to, site visits by Board staff, limited scope audits as defined by 2 CFR 200.425, or other appropriate procedures. In the event the Board determines a limited scope audit of the Participating Agency is appropriate, the Participating Agency agrees to comply with any additional instructions provided by the Board regarding such audit.
- B. Chief Financial Officer and Auditor General: The Participating Agency agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by Florida's Chief Financial Officer or Auditor General.
- C. Florida Single Audit Act: If the Participating Agency expends a total amount of state financial assistance equal to or more than \$750,000 in a fiscal year, the Participating Agency must have a state single audit or project specific audit for such fiscal year. The audit shall be conducted in accordance with s. 215.97, F.S., Administrative Rule 69I-5, and Chapter 10.550, Rules of the Auditor General.

- D. Determining State Financial Assistance Expenditures: In determining the state financial assistance expended in its fiscal year, the Participating Agency shall consider all sources of state financial assistance, including payments made from the Board and all other state agencies. State financial assistance does not include federal direct awards or federal funds passed through a state agency, which are subject to the federal audit requirements outlined in 2 CFR 200 Subpart F.
- E. Elective Audits: If the Participating Agency expends less than \$750,000 in total state financial assistance in a particular fiscal year, an audit Florida Single Audit is not required. However, if the Participating Agency elects to have an audit conducted in accordance with s. 215.97, F.S., the cost of the audit must be paid from the Participating Agency's own funds.
- F. Annual Audit Certification: The Participating Agency shall provide a Single Audit Certification Form shall be submitted to the Board's grant manager as soon as the Participating Agency knows how much state financial assistance it expended in the fiscal year, but no later than June 30th each year.
- G. Report Submission: Copies of reporting packages for audits conducted in accordance with the Florida Single Audit Act, s. 215.97, F.S., shall be submitted directly to the Auditor General at both electronically and a hard copy mailed to:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Information for filing electronically with the Auditor General is available on their website at <https://floridaauditor.gov>.

- H. Annual Financial Reporting Requirements: The Participating Agency is required to submit their Annual Financial Report to the Department of Financial Services no later than nine months after the close of the Participating Agency's fiscal year. The Annual Financial Report shall be submitted to the Department of Financial Services through the Department's XBRL (LOGERx) system.
- I. Monitoring and Audit-Specific Records Retention: The Participating Agency shall retain sufficient records demonstrating compliance with the monitoring and audit requirements outlined above for a period of five years from the date the monitoring report or audit is issued. The Participating Agency shall allow the Board, or its designee, the Florida Chief Financial Officer, or Florida Auditor General access to such records upon request. The Participating Agency shall also ensure that audit working papers are made available for a period of five years from the date the audit report was issued, unless extended in writing by the Board.

4. Mandatory Disclosures

This agreement is subject to the following disclosure and fraud-related conditions.

- A. Legal Proceedings: The Participating Agency shall disclose in writing all civil or 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 award applies to each officer and director of the Participating Agency, 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 proceeding causes the Board concern about the Participating Agency's ability or willingness to perform work under this agreement, then upon the Board's request, the Participating Agency shall provide the Board all reasonable assurances that: (a) the Participating Agency will be able to perform work in accordance with the terms and conditions of this agreement; and (b) the Participating Agency and/or its employees, agents, vendors, and contractors have not and will not engage in conduct which is 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 Participating Agency shall report all known or suspected instances of operational fraud, criminal activities, or mismanagement of award funds committed by the Participating Agency, its employees, or an agent, vendor, or contractor, to the Board within 24 hours of discovery.
- D. Conflict of Interest: The Participating Agency 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 conflict 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 Participating Agency must disclose in writing any actual or potential conflict of interest to the Board. Additionally, the Participating Agency must disclose all violations of state or federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this agreement.
- E. Foreign Gifts and Contracts: The Participating Agency shall comply with any applicable disclosure requirements in s. 286.101, F.S.

5. Public Records Requirements

This agreement is subject to the following public records related conditions.

- A. Public Records Law: The Participating Agency must allow public access to all documents, papers, letters, or other material, made or received by the Participating Agency in accordance with this agreement unless the public records are exempt from access 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 record. The Participating Agency shall provide copies of all requested documentation to the Board within 10 business days of the request. The Board may unilaterally terminate this agreement the Participating Agency refuses to allow public access to records as required by law.
- B. Public Records Requests: All request to inspect or copy public records relating to this agreement must be made directly to Board. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the state in conjunction with this agreement is governed by Public Records Law.
- C. Exemption from Public Records: If the Participating Agency has a reasonable, legal basis to assert that any portion of any public record submitted to the Board is confidential, proprietary, trade secret, or other not subject to disclosure, the Participating Agency must simultaneously provide the Board 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 Participating Agency claims are confidential shall be

redacted. If the Participating Agency fails to submit a redacted copy of records, such action may constitute a waiver of any claim of confidentiality.

- D. Requests for Redacted Records: If the Board receives a records request for records that include those marked as confidential, the Board will provide the Participating Agency's redacted copies to the requester. If a requester asserts a right to the portions of records claimed as confidential, the Board will notify the Participating Agency that such assertion has been made. It will be the Participating Agency's responsibility to assert that the portions of records in question are exempt under public records law or other legal authority. If the Board becomes subject to a demand for discovery or disclosure of the portion of records the Participating Agency claims as confidential in a legal proceeding, the Board will give the Participating Agency prompt notice of the demand, when possible, prior to releasing the portions of redacted records, unless the release is otherwise prohibited by law. The Participating Agency shall be responsible for defending its determination of record confidentiality. No right or remedy for damages against the Board may arise from any disclosure made by the Board based on the Participating Agency's failure to promptly, legally protect its claim of exemption.
- E. Records Transfer: If the Participating Agency's record retention requirements terminate prior to the requirements stated herein the Participating Agency may meet the Board's record retention requirements by transferring its records to the Board at that time, and by destroying duplicate records in accordance with s. 501.171, F.S., and if applicable s. 119.0701, F.S. The Participating Agency shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology.
- F. Applicability of Chapter 119, F.S.: If the Participating Agency has questions regarding the application of Chapter 119, F.S., and the Participating Agency's duty to provide public records relating to this agreement, the Participating Agency shall contact the Florida Department of Law Enforcement's Public Records Section at publicrecords@fdle.state.fl.us or via phone to (850) 410-7676.

6. Nonexpendable Property

This agreement is subject to the following conditions related to nonexpendable property. For the purposes of this section, nonexpendable property means equipment, fixtures, and other tangible personal property of a nonconsumable nature.

- A. Procurement Guidelines: The Participating Agency shall adhere to their own established procurement policy, provided the policy is documented in writing. In absence of a written procurement policy the Participating Agency shall adhere to state procurement guidelines as applicable.
- B. Property Supervision and Control: Pursuant to s. 273.03, F.S., the Participating Agency is the custodian of all nonexpendable property, and shall be primarily responsible for the supervision, control, and disposition of the property in their custody.
- C. Maintenance of Property: The Participating Agency shall be responsible for the correct use of all nonexpendable property obtained using funds provided under this agreement. The Participating Agency 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 Participating Agency. The Participating Agency 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: 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.

6. Subcontracts

Unless expressly approved in Section III of this agreement, or through the formal amendment process, the Participating Agency may not (1) subcontract any of the funds provided under this award to a third-party; (2) contract any of its duties or responsibilities under this award out to a third-party; or (3) assign any of the Participating Agency's rights or responsibilities herein, unless specifically permitted by law to do so. If this award includes approval in Section III to issue subcontracts, the following conditions apply:

- A. Participating Agency Responsibilities: The Participating Agency agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this agreement. If Section III contains express approval to subcontract any of the work performed under this agreement it is understood by the Participating Agency that all such arrangements shall be evidenced by a written contract containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Participating Agency agrees that all subcontractors performing work under this award shall be properly trained individuals who meet or exceed any specified training qualifications. The Participating Agency further agrees that the Board shall not be liable to the contractor for all expenses and liabilities incurred under the contract and that the Participating Agency shall be solely liable to the contractor for all expenses and liabilities under the agreement between the Participating Agency and the third-party. If necessary, the Participating Agency, at its own expense, shall defend the Board against such claims.
- B. Subcontractor Responsibilities: Subcontractors of state financial assistance are obligated to comply with the requirements outlined in this agreement for monitoring, auditing, records retention, and financial reporting.
- C. Subcontractor Agreements: Agreements with subcontractors performing work under this award shall include, or be amended to include:
 - a. A scope of work that clearly establishes the tasks and activities the subcontractor will perform.
 - b. Specific deliverables related to the scope of work.
 - c. The minimum level of performance required for each deliverable and the criteria that will be used to determine successful performance.
 - d. The financial consequences that will apply if the minimum level of service is not attained.
 - e. The financial consequences that will apply if the subcontractor fails to perform in accordance with the contract.
 - f. Details on the rate of payment and how payments will be made by the Participating Agency to the subcontractor.
- D. Required Documentation: The Participating Agency shall provide the Board copies of all subcontracts executed with entities performing work under this award and a completed DFS-A2-NS Form (Recipient/Subrecipient vs. Vendor Determination) with each subcontract. This form is required by the Florida Department of Financial Services and is used to determine the nature of the relationship with the third-party and if the Florida Single Audit Act requirements apply.
- E. Subcontractor Invoices: Invoices submitted by a subcontractor must clearly identify the dates of service (the invoice period), a description of specific deliverables provided during the invoice period,

the quantity of services provided (hours or units), and the associated payment amount specified in the agreement between the Participating Agency and the subcontractor.

7. Indemnification

This agreement is subject to the following indemnification related conditions.

- A. **Limitations of Liability:** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

8. Termination and Force Majeure

This agreement is subject to the following termination related conditions.

- A. **Corrective Action:** The Board will notify the Participating Agency in writing if corrective action is required for any area of noncompliance, nonperformance, or unacceptable performance of work under this agreement. Failure to implement the necessary corrective action, or improve performance of work, in accordance with the corrective action plan may result in termination of the agreement.
- B. **Termination for Cause:** The Board may, at its sole discretion and upon providing written notice to the Participating Agency, terminate the agreement if the Participating Agency fails to: (a) satisfactorily complete the deliverables within the project period of the agreement; (b) maintain adequate progress, thus endangering performance of the agreement; (c) honor any term or condition of the agreement; or (d) abide by any statutory, regulatory, or other requirement of the agreement.
- C. **Termination for Lack of Funds:** If funding for this agreement is withdrawn or redirected by the Legislature, the Board shall provide written notice to the Participating Agency at the earliest possible time. The lack of funds shall not constitute a default by the Board or the State of Florida.
- D. **Termination for Convenience:** The Board may terminate this agreement, in whole or in part, by providing written notice to the Participating Agency that it is in the Board's or State of Florida's best interest to do so. The Participating Agency shall not provide any deliverable outlined in Section II after it receives the Board's notice of termination, except as the Board specifically instructs the Participating Agency in writing. The Participating Agency is not entitled to recover any cancellation charges or lost profits.
- E. **Participating Agency's Responsibilities Upon Termination:** If the Board issues a notice of termination to the Participating Agency, except as otherwise specified by the Board in that notice, the Participating Agency shall: (a) stop work under this agreement on the date and to the extent specified in the notice; (b) complete performance of such part of the work the Board does not terminate (if any); (c) take such action as may be necessary, or as the Board may specify, to protect

and preserve any property which is in the possession of the Participating Agency and in which the Board has or may acquire an interest; and (d) transfer, assign, or make available to the Board all property and materials belonging to the Board upon the effective date of the termination of this agreement. No extra compensation will be paid to the Participating Agency for its services in connection with such transfer or assignment.

- F. Severability: If any provision of this agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or not otherwise unenforceable, and all other provisions remain in full force and effect.
- G. Survival: Any right or obligation of the Board or the Participating Agencies in this agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this agreement, will survive any such termination or expiration.
- H. Force Majeure: Neither the Board nor the Participating Agency shall be liable to the other for any delay or failure to perform under this agreement if such delay or failure is neither the fault nor cause by the negligence of either party (including their employees or agents) and the delay is due to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond either parties control. This extends to contractors and suppliers if no alternate source of supply is available. However, in the event a delay arises from one of the foregoing causes, the Board or the Participating Agency shall take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the performance of activities under this agreement.
- I. Notice of Delay from Force Majeure: In the case of any delay the Participating agency believes is excusable under the condition above, the Participating Agency shall notify the Board in writing of the delay or potential delay and the cause of the delay within 10 calendar days after the cause that creates or will create (in the case of predictability) the delay arose. The foregoing shall constitute the Participating Agency's sole remedy or excuse with respect to the delay. The Board, at its sole discretion, will determine if the delay is excusable under this section and will notify the Participating Agency of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Board. The Participating Agency will not be entitled to an increase in the award amount or payment of any kind from the Board for any reason. If performance is suspended or delayed, in whole or in part, due to one of the force majeure causes, after the causes have ceased to exist, the Participating agency shall resume performance unless the Board determines, at its sole discretion, that the delay will significantly impair the ability of the Participating Agency to timely complete its obligations under this agreement. In that case, the Board may terminate the agreement in whole or in part. If the delay is excusable under this section, the delay will not result in any additional charge or cost under this agreement to the Board.

SECTION XI: SIGNATURES

In witness whereof, the Board and Participating Agency affirm they each have ready and agree to the conditions set forth in Section IX and Section X of 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.

Award ID: IG017

Award Amount: \$100,000.00

**Participating Agency
Orange County, FL**

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.

Participating Agency Chief Official

Signature:  Date: 5/12/24

Typed Name and Title: Jerry L. Demings, Mayor

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

Participating Agency Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____



Additional Participating Agency 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: _____

State Board of Immigration Enforcement

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: Felicia Pinnock, Senior Management Analyst Supervisor