

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 11, 2025 Consent Regular
 Ordinance Public Hearing

Department:
 Submitted By: Palm Beach County Sheriff’s Office
 Submitted For: Palm Beach County Sheriff’s Office

I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to: **A) accept** on behalf of the Palm Beach County Sheriff’s Office (PBSO) an Interlocal Agreement between the Port of Palm Beach District and PBSO for the FY2024 Port Security Grant Program (PSGP), for the period of September 1, 2024 through August 31, 2027; and **B) approve** a Budget Amendment of \$1,341,179 in the Sheriff’s Grant Fund.

Summary: The Port of Palm Beach District in partnership with PBSO received a Grant award from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) through the FY2024 PSGP. The Port of Palm Beach District entered into an Interlocal Agreement with PBSO in the amount of \$1,341,179 to implement the “Enhanced Coastal Surveillance Camera Integrated System” Project. The period of performance is from September 1, 2024 through August 31, 2027. **There is a 25% match requirement associated with this award in the amount of \$447,060 which will be funded through the State Law Enforcement Trust Fund.** The Assistance Listing number (ALN) is 97.056 and the agreement number is EMW-2024-PU-05585. Countywide (RS)

Background and Justification: The PSGP provides funds to state, local, and private sector maritime partners to support increased port-wide risk management and protect critical surface transportation infrastructure from acts of terrorism, major disasters, and other emergencies.

Attachments:

- 1. Interlocal Agreement
- 2. Grant Award Document
- 3. Budget Amendment



 RECOMMENDED BY: 2/19/25
 DEPARTMENT DIRECTOR DATE

 APPROVED BY: *N/A*
 COUNTY ADMINISTRATOR DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$1,735,388				
Operating Costs	\$52,851				
External Revenues	(\$1,788,239)				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund 1152 Agency 160 Org 2488 Object 3129

Reporting Category _____

Does this item include the use of federal funds: Yes X No _____

Does this item include the use of state funds: Yes _____ No X

B. Recommended Sources of Funds / Summary of Fiscal Impact:

This Interlocal Agreement is funded through DHS/FEMA FY24 Port Security Grant Program. The 25% required match is funded by the State Law Enforcement Trust Fund.

FY24 PSGP Award=	\$1,341,179
25% LETF Match-	\$ 447,060
	<u>\$1,788,239</u>

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Lisa Maut 2/21/2025
 OB 2/20 OFMB
 VS 2/20

Theresa Grackel 2/24/25
 Contract Administration
 TG 2.20.25

B. Legal Sufficiency:

[Signature] 2/25/2025
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**INTERLOCAL AGREEMENT
BETWEEN THE PALM BEACH COUNTY SHERIFF'S OFFICE
AND THE PORT OF PALM BEACH DISTRICT**

WHEREAS, Part 1 of Chapter 163 of the Florida Statutes permits public agencies, including special districts such as the PORT, as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately;

WHEREAS, Palm Beach County Sheriff's Office, herein referred to as "SHERIFF", and the Port of Palm Beach District, herein referred to as "PORT", collectively referred to as the "Parties", wish to implement through this Interlocal Agreement (the Agreement) a PORT security plan;

WHEREAS, the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Port Security Grant Program (PSGP) provides funds to state, local, and private sector maritime partners to support increased port-wide risk management and protect critical surface transportation infrastructure from acts of terrorism, major disasters, and other emergencies;

WHEREAS, FEMA awarded a FY24 PSGP grant award #EMW-2024-PU-05585 to the PORT, in the amount of \$1,341,179.00 for the performance period September 1, 2024 through August 31, 2027; and.

WHEREAS, the PORT will allocate \$1,341,179, upon the disbursement and receipt of funds, to the SHERIFF as a sub-recipient to implement the "Enhanced Coastal Surveillance Camera Integrated System" Project (the Project);

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

Article 1. Purpose

This Agreement delineates the responsibilities of the SHERIFF for activities under FY24 Port Security Grant Program (PSGP) which was made available by the U.S. Department of Homeland Security, through the Federal Emergency Management Agency.

Article 2. Scope

The provisions of this Agreement apply to FY24 Port Security Grant Program activities to be performed at the request of the federal government, and in conjunction with, preparation for, or in anticipation of a terrorist event.

No provisions of this Agreement limit the activities of SHERIFF in performing local and state functions nor shall this Agreement limit the activities of the PORT in undertaking security measures, separate and apart from those specified herein.

Article 3. SHERIFF agrees to:

- A. Provide a 25% non-federal cash match in the amount of \$447,060.
- B. Implement the Project in accordance with the FY24 PSGP Investment Justification.
- C. Comply with the FY24 PSGP grant award conditions and reporting requirements.
- D. Provide monthly or quarterly reimbursement requests to the PORT with supporting documentation (invoices, purchase orders, cancelled checks, etc.).
- E. Complete the project within the grant period and no later than the termination date set forth herein.
- F. Maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion or termination of this

Agreement. The PORT shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SHERIFF's place of business.

Article 4. Port of Palm Beach District agrees to:

- A. Reimburse SHERIFF in an amount not to exceed \$1,341,179 for documented expenses associated with the FY24 Port Security Grant Program.
- B. Reimburse the SHERIFF within 30 days after receipt and verification of reimbursement request provided all supporting documentation is detailed and accurate.

Article 5. Term of Agreement and Obligation to Pay

The term of this Agreement commences upon execution by the PORT and SHERIFF and terminates on August 31, 2027, unless otherwise extended upon the written agreement of each party.

Article 6. Liability

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, SHERIFF shall be responsible to the PORT for any actions, claims or damages arising out of SHERIFF's negligence in connection with this Agreement, and PORT shall be responsible to SHERIFF for any actions, claims, or damages arising out of PORT's negligence in connection with the Agreement. The foregoing shall not constitute a waiver of sovereign immunity as codified in Florida Statutes, Section 768.28, or of any defense available to either party.

Article 7. Indemnification .. Repetitious of Article 6?

The SHERIFF and the PORT recognize its liability for certain tortuous acts of its agents, officers, and employees to the extent and limit of sovereign immunity as codified in 768.28 Florida Statutes.. Provided, however, this provision shall not be construed as a waiver of any right of defense that the SHERIFF or PORT may possess and SHERIFF and the PORT reserve all such rights as against all claims that may be brought under this Agreement.

Article 8. Insurance

The Parties will maintain the following insurance policies during the term of this Agreement:

The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The PORT further agrees to provide the SHERIFF with a copy of said insurance certificate.

Article 9. Non-Discrimination

The Parties shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

Article 10. Modifications of Work

This Agreement or the Scope of Work may be modified or amended only by mutual written consent of the PORT and the SHERIFF.

Article 11. Relationship of the Parties

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

Article 12. No Third Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

Article 13. Notices

Any notices provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid or a nationally recognized overnight carrier, addressed as follows:

- If to SHERIFF to: Ric L. Bradshaw, Sheriff
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, Florida 33406

- With a copy to: Catherine M. Kozol, Esq.
Division of Legal Affairs
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, Florida 33406

- If to PORT to: Michael Meekins, Executive Director Port of
Palm Beach District
One East 11th Street, Suite 600
Riviera Beach, FL 33404

- With a copy to: John J. Fumero, Esq.
Port General Counsel
Nason, Yeager, Gerson, Harris & Fumero, P.A.
750 Park of Commerce Blvd., Suite 210
Boca Raton, Florida 33487

Article 14. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

Article 15. Waiver and Delay

No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

Article 16. Assignment; Binding Agreement

Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Article 17. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to this Agreement is subject to the laws of Florida. Venue shall lie in Palm Beach County, Florida.

Article 18. Entirety of Contractual Agreement

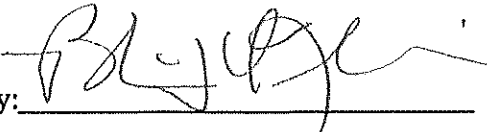
The SHERIFF and PORT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of

Article 19. Termination

This Agreement may be terminated without cause by either party to the Agreement upon sixty (60) days written notice to the other party.

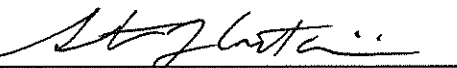
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date all signatures below are affixed.

PORT OF PALM BEACH DISTRICT


By: 
BLAIR UIKLIN, Chair

Dated: 01/16/2025

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
John J. Fumero, Esq.
STEPHEN L. COSTAGUERO, ESQ. BY DELEGATION

PALM BEACH COUNTY SHERIFF'S OFFICE

By: 
Ric L. Bradshaw, Sheriff

Dated: 1/24/25

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Catherine M. Kozol
Catherine M. Kozol, Esq.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/18/2024

Bruce Cuningham
PORT OF PALM BEACH DISTRICT
1 EAST 11TH STREET SUITE 600
RIVIERA BEACH, FL 33404

EMW-2024-PU-05585



FEMA

Dear Bruce Cuningham,

Congratulations on behalf of the Department of Homeland Security, your application submitted for the Fiscal Year 2024 Port Security Grant Program (PSGP), has been approved in the amount of \$1,341,179.00 in Federal funding. This award of federal assistance is executed as a Grant. As a condition of this award, you are required to contribute non-Federal funds equal to or greater than \$447,060.00 for a total approved budget of \$1,788,239.00. Please see the Fiscal Year 2024 Port Security Grant Program (PSGP) for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- Fiscal Year 2024 Port Security Grant Program (PSGP) Notice of Funding Opportunity
- The Preparedness Grant Manual (PGM)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in cursive script that reads "P. S. Williams".

PAMELA WILLIAMS
Assistant Administrator, Grant Programs
Region 4

Award Summary

Program: Fiscal Year 2024 Port Security Grant Program

Recipient: PORT OF PALM BEACH DISTRICT

UEI-EFT: MNXPCBM77E54

DUNS number: 073867624

Award number: EMW-2024-PU-05585

Summary description of award

The Port Security Grant Program provides funds to state, local, and private sector maritime partners to support increased port-wide risk management and protect critical surface transportation infrastructure from acts of terrorism, major disasters, and other emergencies.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$1,558,447.00
Supplies	\$3,250.00
Contractual	\$226,542.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$1,341,179.00
Non-federal	\$447,060.00
Total	\$1,788,239.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 PSGP NOFO.

Approved request details:

Investment

Supplies		
DESCRIPTION		
Brackets/Cabinet Hardware. Outdoor Conduit to install Cameras		
QUANTITY	UNIT PRICE	TOTAL
1	\$3,250.00	\$3,250.00
BUDGET CLASS		
Supplies		
CHANGE FROM APPLICATION		
Item created		
JUSTIFICATION		
Per recommended funding and budget review outcome		

Equipment

DESCRIPTION

* CONTROP SPEED-ER CAMERA (#14-SW-01-VIDA) * CONTROP SPEED-LR CAMERA (#14-SW-01-VIDA) * TELEDYNE FLIR HDC MS CAMERA (#14-SW-01-VIDA) * Camera Mount Equipment (14-SW-01-VIDA) * Networking Equipment (14-SW-01-VIDA0

QUANTITY	UNIT PRICE	TOTAL
1	\$1,558,447.00	\$1,558,447.00

BUDGET CLASS

Equipment

CHANGE FROM APPLICATION

Unit price from \$1,788,238.00 to \$1,558,447.00

JUSTIFICATION

Per recommended funding and budget review outcome

Contractual

DESCRIPTION

Camera Licensing Integration, 3 Years Warranty for the CONTROP Speed Cameras, 3 Years Warranty for the TELEDYNE FLIR Cameras

QUANTITY	UNIT PRICE	TOTAL
1	\$226,542.00	\$226,542.00

BUDGET CLASS

Contractual

CHANGE FROM APPLICATION

Item created

JUSTIFICATION

Per recommended funding and budget review outcome

Investment

Equipment		
Ineligible		
DESCRIPTION		
* Procurement of a SAFE 29 Center Console Patrol Boat and all appropriate equipment for maritime security operations. * A boat lift to lift the boat out of the water for storage at the Port of Palm Beach.		
QUANTITY	UNIT PRICE	TOTAL
1	\$456,769.00	\$456,769.00
BUDGET CLASS		
Equipment		
CHANGE FROM APPLICATION		
Item marked ineligible		
JUSTIFICATION		
Not selected for funding		

Of the total Federal funds, \$1341179.00 has been placed on hold. See the following terms in the Agreement Articles for more details:

Article number	Title	Payment hold
Article 50	Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance	\$1341179.00

Agreement Articles

Program: Fiscal Year 2024 Port Security Grant Program

Recipient: PORT OF PALM BEACH DISTRICT

UEI-EFT: MNXPCBM77E54

DUNS number: 073867624

Award number: EMW-2024-PU-05585

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2**General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4**Activities Conducted Abroad**

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5**Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6**Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7**Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8**Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11**Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12**Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13**Duplicative Costs**

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
	<p>Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.</p>
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety
	<p>Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.</p>
Article 16	Energy Policy and Conservation Act
	<p>Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>
Article 17	False Claims Act and Program Fraud Civil Remedies
	<p>Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)</p>
Article 18	Federal Debt Status
	<p>All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)</p>
Article 19	Federal Leadership on Reducing Text Messaging while Driving
	<p>Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.</p>

Article 20 Fly America Act of 1974
Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21 Hotel and Motel Fire Safety Act of 1990
Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22 John S. McCain National Defense Authorization Act of Fiscal Year 2019
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 23 Limited English Proficiency (Civil Rights Act of 1964, Title VI)
Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 24 Lobbying Prohibitions
Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25 National Environmental Policy Act
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26 Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27 Non-Supplanting Requirement
Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28 Notice of Funding Opportunity Requirements
All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29 Patents and Intellectual Property Rights
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33 Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	SAFECOM	Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.
Article 36	Terrorist Financing	Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA)	Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	Universal Identifier and System of Award Management	Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 39	USA PATRIOT Act of 2001	Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags	Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	Whistleblower Protection Act	Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47 Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48 Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post-award documents uploaded into FEMA GO for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award. Investment 1: Securing our Southeast Florida Ports through an Enhanced Coastal Surveillance Camera Integrated System Project is fully funded for \$1,341,179.

Article 49 PSGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability assessment or other relevant documentation or sustains existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Article 50 Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance

This award includes work that requires an Environmental Planning and Historic Preservation (EHP) compliance review. A funding hold is placed on the following investments/projects, and the recipient is prohibited from obligating, expending, or drawing down funds under this award in the amount of \$1,341,179 in support of the following investments/projects, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required EHP reviews. Please refer to the applicable NOFO and Preparedness Grants Manual (PGM) for further information on EHP requirements and other applicable program guidance, including Environmental & Historic Preservation Guidance for FEMA Grant Applications | FEMA.gov and FEMA Information Bulletin No. 404. Investment 1- Securing our Southeast Florida Ports through an Enhanced Coastal Surveillance Camera Integrated System Project: \$1,341,179. To release this hold, the recipient is required to obtain the required FEMA EHP compliance approval for this project pursuant to the FY 2024 PSGP NOFO and PGM. Failure to comply with this condition may jeopardize your ability to access and expend federal funds for the investments/projects listed above. Please contact your FEMA GPD Headquarters Preparedness Officer or Program Analyst to receive specific guidance regarding EHP compliance. If you have questions about this funding hold or believe it was placed in error, please contact the FEMA GPD Headquarters Preparedness Officer or Program Analyst.

Obligating document

1. Agreement No. EMW-2024-PU-05585	2. Amendment No. N/A	3. Recipient No. 596001686	4. Type of Action AWARD	5. Control No. WX05789N2024T		
6. Recipient Name and Address PORT OF PALM BEACH DISTRICT 1 E 11TH ST STE 600 RIVIERA BEACH, FL 33404		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Bruce Cuningham		9a. Phone No. 561-3158000	10. Name of FEMA Project Coordinator Port Security Grant Program Grant Program		10a. Phone No. 1-877-585-3242	
11. Effective Date of This Action 09/18/2024	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/01/2024 to 08/31/2027 Budget Period 09/01/2024 to 08/31/2027		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
PSGP	97.056	2024-FA-GC01 - P410-xxxx-4101-D	\$0.00	\$1,341,179.00	\$1,341,179.00	See Totals
Totals			\$0.00	\$1,341,179.00	\$1,341,179.00	\$447,060.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Bruce Cuningham					DATE 09/30/2024	
18. FEMA SIGNATORY OFFICIAL (Name and Title) PAMELA WILLIAMS, Assistant Administrator, Grant Programs Region					DATE 09/18/2024	

25-0578

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

**BGRV 022025*441
BGEX 022025*985**

FUND 1152 - Sheriff's Grants

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 2/11/2025	REMAINING BALANCE
REVENUES									
160-2488-3129	Federal Grant - Other Public Safety	Port Security Grant Program-FY24	0	0	1,341,179	0	1,341,179		1,341,179
Total Fund Revenues			11,660,539	13,611,560	1,341,179	0	14,952,739		
EXPENDITURES									
160-2488-9498	Transfer to Sheriff's Fund 1902	Port Security Grant Program-FY24	0	0	1,341,179	0	1,341,179	0	1,341,179
Total Fund Expenditures			11,660,539	13,611,560	1,341,179	0	14,952,739		

SIGNATURES



Initiating Department/Division

DATES

2/19/2025



Administration/Budget Department Approval

2/21/2025

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 3/11/2025

Deputy Clerk to the
Board of County Commissioners