

**Local Law Enforcement Immigration Grant Program Transport Van Grant Agreement  
between the  
State Board of Immigration Enforcement  
and the  
City of Jacksonville**

This 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 Recipient upon 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 passthrough to local law enforcement agencies and county detention facilities for the Local Law Enforcement Immigration Grant Program; and

WHEREAS, the State Immigration Enforcement Council has identified the Participating Agency as a designated Florida Sheriff transportation agency to transport in-custody unauthorized aliens to and between county, state, and federal detention facilities.

WHEREAS, the Participating Agency seeks to receive reimbursement of a multi-passenger transport vehicle and associated upfitting costs.

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 this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Section VIII**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

The Board will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Participating Agency shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. The Board's determination of acceptable expenditures shall be conclusive.

The Participating Agency certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Participating Agency also certifies that the undersigned possesses the authority to legally execute and bind the Participating Agency to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

## SECTION I: OVERVIEW AND FUNDING

**Project Title:** FY2025-26 Immigration Grant Program Transport Van

**Project Start Date:** 10/01/2025

**Project End Date:** 06/30/2026

### Program Activities and Scope of Work

The State Board of Immigration Enforcement has identified the transport of in-custody unauthorized aliens as a priority for the state's immigration enforcement efforts. The State Immigration Enforcement Council has identified the Participating Agency as a designated transport agency charged with the responsibility of transporting unauthorized aliens between county, state, and federal detention facilities.

As a designated transport agency, the Participating Agency is authorized to obtain reimbursement for the purchase of one multi-passenger transport vehicle and the associated upfitting costs with said vehicle. The Participating Agency must prepare a Transport Vehicle Request (**Section VI**) to receive approval for funding under this award. This form includes information about the van and associated upfitting costs the Participating Agency intends to purchase. The Board will review the request and allocate funding based on the information provided. The Participating Agency cannot obligate funds, including the creation of a purchase order or requisition, until this award is fully executed by the State Board of Immigration Enforcement.

Secured transport vehicles must be ordered no later than June 30, 2026, and must be received, paid for by the Participating Agency, and this award fully closed out by September 15, 2026. If the vans are not received, paid for, and this award reconciled by that date, the agency will not be reimbursed.

## SECTION II: DELIVERABLES

As stated in the scope and responsibilities above, the Participating Agency shall purchase a secure transport vehicle, and the associated upfitting items to make the vehicle operational for the transport of unauthorized aliens. The Participating Agency shall adhere to its own procurement policies to make the grant funded purchases. The Participating Agency shall provide the following documentation when requesting reimbursement of allowable costs:

- (1) Purchase Order
- (2) Invoice
- (3) Proof of Payment (i.e., cancelled check, bank statement, card statement, etc.)

This is a cost-reimbursement deliverable. Only allowable items purchased, as attested through the submission of the payment request and supported by the appropriate documentation will be reimbursed. Reimbursement is also contingent on the Participating Agency complying with the applicable data collection requirements outlined in **Section VII**.

## SECTION III: DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement. The Participating Agency will be awarded funds as approved by the Board through the full execution of this agreement.

Any funds paid in excess of the amount to which the Participating Agency is entitled under the terms and conditions of the agreement must be refunded to the Board. Factual misrepresentations of purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- (1) This agreement is completed, including **Section VI**, and is signed by the Chief Official and provided to [SBIE@fdle.state.fl.us](mailto:SBIE@fdle.state.fl.us).
- (2) The Board fully executes this agreement.

- (3) The Participating Agency completes the purchase of approved items and uses its own local funds to pay the vendor(s).
- (4) The Participating Agency prepares and submits a payment request (including all required documentation outlined in the Deliverables section above) in the electronic grant management system.
- (5) The Board verifies the Participating Agency is participating in the data collection requirements outlined in **Appendix B** and approves the payment request.

#### SECTION IV: BOARD GRANT MANAGEMENT CONTACT

The following individual can assist with any program related questions or concerns:

**SBIE Grant Supervisor**

**Name:** Felicia Pinnock

**Title:** Senior Management Analyst Supervisor

**Phone:** 850-617-1274

**Email:** [FeliciaPinnock@fdle.state.fl.us](mailto:FeliciaPinnock@fdle.state.fl.us)

If you are unable to reach the member above directly, please email [SBIE@fdle.state.fl.us](mailto:SBIE@fdle.state.fl.us).

#### SECTION V: PARTICIPATING AGENCY CONTACTS

For assistance with any contract or financial questions, the State Board of Immigration Enforcement can contact:

**Contract/Grant Manager:**

(please print)

Name: Melissa Conger

Title: Grant Manager

Phone: 904-630-2809

Email: melissa.conger@jaxsheriff.org

**Chief Official (Sheriff)**

(please print)

Name: Donna Deegan

Title: Mayor

Phone: 904-255-5000

Email: bowlingk@coj.net

**Financial Contact:**

(please print)

Name: William Clement, III

Title: Chief, Budget Division

Phone: 904-630-2217

Email: william.clement@jaxsheriff.org

**Alternate Point-of- Contact**

(please print)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Participating Agency Vendor ID (FEID/EIN):** 59-6000344

**Please provide the Remittance/Payment Address where a check should be mailed if the Participating Agency is not set up for EFTs from the State of Florida:**

**Entity Name:** City of Jacksonville

**Address 1:** 231 E. Forsyth St., #208

**Address 2:** \_\_\_\_\_

**City, State, Zip:** Jacksonville, FL 32202

**SECTION VI: TRANSPORT VEHICLE REQUEST**Participating Agency: City of Jacksonville

Provide details to create a cost estimate of the transport vehicle to be acquired and the upfitting items to be reimbursed with this award.

Item	Quantity	Unit Cost	Total Cost	Board Decision
Transport Van	1	\$ 56,000.00	\$ 56,000.00	
Upfitting	1	\$ 38,000.00	\$ 38,000.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
			\$ 0.00	
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			\$ 0.00	
<b>Total Request:</b>			<b>\$ 94,000.00</b>	

Do you have quotes from any vendors?

☐

Yes

☒

No

If "Yes", please include with your submission of this agreement.

By signing this award in **Section IX**, I am submitting the request on behalf of the Participating Agency to receive funding in accordance with the terms and conditions outlined in this award. I understand the submission of this form does not grant the Participating Agency the authority to procure the items above until the fully executed agreement signed is provided by the State Board of Immigration Enforcement.



## **SECTION VII: DATA COLLECTION REQUIREMENTS**

Reimbursement of the approved expenses outlined in Appendix A 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 15<sup>th</sup> 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 15<sup>th</sup> 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 15<sup>th</sup> 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 detainers 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 detainers 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 VIII: STANDARD CONDITIONS

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Participating Agency and the State Board of Immigration Enforcement. The Participating Agency will maintain required registrations and certifications for eligibility under this program.

The Board and the Participating Agency agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

## PROJECT AND GRANT MANAGEMENT

**Not Operational within 60 and 90 Days:** If a project is not operational within 60 days of the original start date of the award period, the Participating Agency must report by letter to the Board the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Participating Agency must submit a second statement to the Board explaining the implementation delay. Upon receipt of the 90-day letter, the Board shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Board will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

**Personnel Changes:** The Participating Agency must notify the Board's Grant Manager of any change in the Chief Officials or Participating Agency Grant Manager or any change in contact information, including mailing address, phone number, email, or title change.

**Obligation of Grant Funds:** Grant funds shall not under any circumstances be obligated prior to the date this agreement is signed by the Board, or after the end date of this agreement. Only project costs incurred on or after the effective date, and on or prior to the end date of the award are eligible for reimbursement.

**Financial Management:** The Participating Agency must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Participating shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. The Participating Agency must have written procedures for procurement transactions.

**Grant Adjustments:** The Participating Agency must submit a Request for Grant Adjustment to the Board's grant manager for any scope or budget change. Grant adjustments affecting an already approved budget will have to go through the statutorily required approval process prior to approval by the Board. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

**Property Management:** The Participating Agency shall establish a system to protect, preserve, use, maintain, and dispose of any property purchased pursuant to this agreement.

## MANDATORY DISCLOSURES

**Conflict of Interest:** The Participating Agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The Participating Agency must disclose in writing any potential conflict of interest to the Board.

**Violations of Criminal Law:** The Participating Agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

**Convicted Vendors:** The Participating Agency shall disclose to the Board if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**Vendors on Scrutinized Companies Lists:** If this agreement is in the amount of \$1 million or more, the Participating Agency certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

**Discriminatory Vendors:** The Participating Agency shall disclose to the Board if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

**Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct:** The Participating Agency must promptly refer to the Board any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

**Non-Disclosure Agreements:** The Participating Agency, or any subcontractors/vendors, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Participating Agency certifies that if informed or notified of any entity that has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Board. The Participating Agency will not resume obligations until expressly authorized to do so from the Board.

## COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Participating Agency shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Board which by its nature affects the services provided under this agreement. The following are specific rules and regulations that govern Recipient's performance under this agreement.

**Lobbying Prohibited:** The Participating Agency shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a state agency. No funds or other resources received from the Board 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.



**Civil Rights:** The Participating Agency agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

**E-Verify:** The Board shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to s. 448.095, F.S., the Participating Agency and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Participating Agency and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Participating Agency are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Participating Agency must maintain. The Participating Agency and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of s. 448.09(1), F.S., prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Participating Agency has otherwise complied, the public employer must notify the Participating Agency to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

**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 the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

**Notice of Legal Actions:** The Participating Agency shall notify the Board of potential or actual legal actions taken against the Participating Agency related to services provided through this agreement or that may impact the Participating Agency's ability to complete the deliverables outlined herein, or that may adversely impact the Board. The Board's Grant Manager shall be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

## **RECORDS, AUDITS, AND INFORMATION SECURITY**

**Public Records:** As required by s. 287.058(1)(c), F.S., the Participating Agency shall allow public access to all documents, papers, letters, or other public records as defined in s. 119.011(12), F.S., as prescribed by s. 119.07(1), F.S., made or received by the Participating Agency in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Participating Agency's failure to comply with this provision shall constitute an immediate breach of contract, for which the Board may unilaterally terminate this agreement.

**Records Retention:** Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Participating Agency during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost

to the Board. Upon demand, at no additional cost to the Board, the Participating Agency will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Participating Agency attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Board.

**Records Inspection:** Pursuant to s. 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Board shall be authorized to inspect the (a) Financial records, papers, and documents of the Participating Agency that are directly related to the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Participating Agency which the Board determines are necessary to monitor the performance of the award or to ensure that the terms of the award are being met. The Participating Agency shall provide such records, papers, and documents requested by the Board within ten (10) business days after the request is made.

**Monitoring:** The Participating Agency agrees to comply with the Board's grant monitoring guidelines, protocols, and procedures; and agrees to cooperate with the Board on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Participating Agency agrees to provide the Board all documentation necessary to complete monitoring of the award and verify expenditures in accordance with s. 215.971, F.S. Further, the Participating Agency agrees to abide by reasonable deadlines set by the Board for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Participating Agency's award, including, but not limited to withholding and/or other restrictions on the reimbursement of funds, and/or referral to the Office of the Inspector General for audit review.

**Florida Single Audit Act (FSAA):** The Participating Agency shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.).

If the Participating Agency expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year, the Participating Agency must have a single audit or project-specific audit in accordance with s. 215.97, F.S., and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Participating Agency shall consider all sources of state financial assistance, including state financial assistance received from the State Board of Immigration Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Board in effect during the audit period. All questioned costs and liabilities due the Board shall be fully disclosed in the audit report package with reference to the specific contract number.

If the Participating Agency expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. In this instance, the Participating Agency must submit an Audit Exemption (Form # SBIE-003) to the Board's Grant Manager.

Pursuant to s. 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with s. 215.97, F.S. In such an event, the Board must arrange for funding the full cost of such additional audits.

Any reports, management letters, audit certification forms, or other information required to be submitted to the Board pursuant to this agreement shall be submitted within nine (9) months after the end of the



Participating Agency's fiscal year or within 30 days of the agency's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes.

**Recipient's Confidential and Exempt Information:** By executing this agreement, the Participating Agency acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Board on the public website maintained by the Department of Financial Services pursuant to s. 215.985, F.S. The Participating Agency agrees that, upon written request of the Board, it shall promptly provide to the Board a written statement of the basis for the exemption applicable to each provision identified by the Participating Agency as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by the Participating Agency of trade secret (proprietary) confidentiality for any information contained in the Participating Agency's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Board in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Participating Agency must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Participating Agency shall include information correlating the nature of the claims to the particular protected information.

The Board, when required to comply with a public records request including documents submitted by the Participating Agency, may require the Participating Agency to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Participating Agency fails to promptly submit a redacted copy, the Board is authorized to produce the records sought without any redaction of proprietary or trade secret information.

## **PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY**

**Financial Penalties for Failure to Take Corrective Action:** Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

**Termination:** The Board reserves the right to unilaterally cancel this agreement for refusal by the Participating Agency to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Participating Agency in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Board shall be the final authority as to the appropriation, availability, and adequacy of funds. In the event the Participating Agency fails to fully comply with the terms and conditions of this agreement, the Board may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Participating Agency's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Board specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Board may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Board's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Board's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein

do not limit the Board's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Participating Agency in this agreement, in any subsequent submission or response to the Board's request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Board and with thirty (30) days written notice to the Participating Agency, cause the termination of this agreement and the release of the Board from all its obligations to the Participating Agency. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Board of any right or remedy granted hereunder or failure to insist on strict performance by the Participating Agency shall affect or extend or act as a waiver of any other right or remedy of the Board hereunder or affect the subsequent exercise of the same right or remedy by the Board for any further or subsequent default by the Participating Agency. Any power of approval or disapproval granted to the Board under the terms of this agreement shall survive the terms and life of this agreement. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Participating Agency will be compensated for any work satisfactorily completed through the date of termination, or an earlier date of suspension of work.

**Disputes and Appeals:** The Board shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Participating Agency shall proceed diligently with the performance of this agreement according to the Board's decision. If the Participating Agency appeals the Board's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Board's clerk (agency clerk). The Participating Agency's right to appeal the Board's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Board and the Participating Agency shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Participating Agency concerning this agreement.

**Liability:** The Participating Agency shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the Board harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Participating Agency agrees that it is not an employee or agent of the Board but is an independent contractor. Nothing herein shall be construed as consent by the State of Florida to be sued by third parties in any matter arising out of this agreement. Nothing shall be construed to affect in any way the Participating Agency's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in s. 768.28, F.S.



**SECTION IX: SIGNATURES**


In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

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

**Participating Agency**  
City of Jacksonville

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

**Participating Agency Chief Official**

Signature:  Date: 9/22/2025

Typed Name and Title: Donna Deegan, Mayor Karen Bowling  
Chief Administrative Officer  
For: Mayor Donna Deegan  
Under Authority Of:  
Executive Order No: 2023-02

**State Board of Immigration Enforcement**

As of the date signed below, the Participating Agency is approved to begin the purchase of the items approved in **Section VI**.

Award #: IG058

Award Amount: \$94,000.00

Signature:  Date: 10/20/2025

Typed Name and Title: Felicia Pinnock, Senior Management Analyst Supervisor

**ATTEST:**

  
Corporation Secretary  
City of Jacksonville



**FORM APPROVED**

By:   
Office of General Counsel