

**Agreement for State Financial Assistance Between  
Florida Department of Law Enforcement  
and  
Jacksonville Sheriff's Office**

**AWARD AGREEMENT**

Award Number: FC242  
Project Title: Florida Fusion Center Network Position Support  
Project Period: 07/01/2024 – 6/30/2025  
Awarded Funds: \$204,000.00  
FLAIR Vendor ID: 593000515  
CSFA Catalog Number: TBD

This agreement is entered into by and between the Department of Law Enforcement (herein referred to as "FDLE" or "Department") and Jacksonville Sheriff's Office (herein referred to as "Recipient"), and

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

WHEREAS the Department has available funds resulting from a recurring appropriation in The General Appropriations Act, 2024 Legislature, Section 4, Specific Appropriation 1290, Special Categories – Domestic Security, intended to be provided to the Recipient as reimbursement of eligible costs resulting from allowable activities as defined in the agreement and

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

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

The General Appropriations Act contains the following proviso language and provides information on the legislative intent for the use of these funds:

*From the funds in Specific Appropriation 1290, \$204,000.00 in recurring funds from the General Revenue Fund is provided to Jacksonville Sheriff's Office for the support of two (2) Fusion Center Analyst positions and one (1) Critical Infrastructure Specialist position.*

This award is subject to the special conditions outlined in **Appendix A** and all applicable standard conditions in **Appendix E**.

**Schedule of Appendices**

Appendix A – Special Conditions  
Appendix B – Project Deliverables  
Appendix C – Approved Budget  
Appendix D – Recommended Knowledge, Skills, Abilities and Duties  
Appendix E – Standard Conditions

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**Performance Reporting:** Tab 1 of the ARR must contain a detailed summary of the activities performed during the reporting period, any barriers or difficulties encountered, planned activities for the next reporting period, and an estimate of total expenditures for the next three months.

Additionally, employees of the grant funded positions must maintain and provide tracking reports as described in the Scope of Work to document key tasks, activities, trainings, intelligence needs, etc. These reports are due no later than 10 days after the end of the reporting period. For example, if the monthly reporting period is October 1-31, these reports are due no later than November 10<sup>th</sup>. Failure to provide the required monthly report will result in a withholding of funds and delay any pending grant reimbursements.

Additional supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of additional supporting documentation include but are not limited to: timesheets, case notes, logs, purchase orders, trainings, etc.

**Payment Requests:** The remaining tabs of the ARR will serve as the Payment Request. Each category that funds are being reimbursed under must contain: a description of the item/service, the quantity and unit cost, the date costs were incurred, the method of payment (check, credit card, EFT, etc.), and the total amount requested for reimbursement. All payment requests will be reviewed by the Department's grant manager and may be audited to the satisfaction of the Department and/or the Florida Department of Financial Services. If no expenses were incurred during the reporting period, only Tab 1 must be completed and submitted by the monthly reporting deadline.

Additional supporting documentation for all funds expended and received under this agreement must be maintained by the Recipient and made available upon request for monitoring purposes. Examples of additional supporting documentation include but are not limited to: requisitions, purchase orders, quotes, general ledgers, activity reports, contractual agreements, etc.

## **Payments**

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. 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. All expenditures shall be allowable, reasonable, and necessary for the success of the award project. The Department's determination of acceptable expenditures shall be conclusive.

Award funds will be distributed on a cost-reimbursement basis for satisfactory performance of eligible activities. Payments will be processed in conjunction with receipt and review of supporting documentation to determine successful completion of minimum performance deliverables and to verify cost elements as specified in the approved budget (**Appendix C**). All Payment Requests must be certified by the Recipient's Chief Financial Officer (or financial designee) and include a statement that costs claimed are incurred in accordance with the agreement.

The final Payment Request shall be submitted to the Department no later than **July 31, 2025**. Any payment due under the terms of this agreement may be withheld until all required reports are received, and necessary adjustments have been approved by the Department. Final reconciliation and closeout of the agreement must be completed by both parties within forty-five (45) days of the end of the grant period.

Failure to comply with these provisions shall result in forfeiture of reimbursement and/or a refund of any advanced funding.

### Award 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 strikeovers, whiteout, etc. are not permitted.

**Florida Department of Law Enforcement  
Office of Planning and Budgeting**

Signature: \_\_\_\_\_

Typed Name and Title: Jennifer Miller, Bureau Chief

Date: \_\_\_\_\_

**Recipient  
Jacksonville Sheriff's Office**

Signature: \_\_\_\_\_

Typed Name and Title: Sheriff T.K. Waters

Date: \_\_\_\_\_

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

**Recipient Chief Official Designee (if applicable)**

Signature: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Recipient Signatures (if applicable)**

Signature: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix C - Budget Details**

Award Number: FC242  
 Recipient: Jacksonville Sheriff's Office  
 Project Title: Florida Fusion Center Network Position Support  
 Project Period: 07/01/2024 – 6/30/2025

Budget Category	Total
Personnel and Fringe Benefits	\$195,000.00
Travel and Training	\$9,000.00
<b>TOTAL</b>	<b>\$204,000.00</b>

**Standard Budget Terms**

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

All items purchased with these funds must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the program.

The item(s) below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system", etc.

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

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

**Personnel (Salary) and Fringe Benefits**

**Position 1:** Funds will be used to support one (1) Fusion Center Analyst for one year. Salary rate will be established in accordance with the Recipient's pay policy.

Funds may also be used to support the employer portion fringe benefit costs for the one (1) Fusion Center Analyst for one year. Rates and available benefits will be in accordance with the Recipient's local policy and procedures. Fringe benefits may include but are not limited to: FICA, retirement, unemployment, workers compensation, and insurance. The cost for insurance benefits will be based on the employees' selection of coverage (health, dental, vision, life). The employee portion of any fringe benefit is unallowable.

The grant will support a maximum of \$65,000 annually for the personnel and fringe benefit costs associated with this position. The Recipient will be responsible any costs over the \$65,000 threshold.

**Position 2:** Funds will be used to support one (1) additional Fusion Center Analyst for one year. Salary rate will be established in accordance with the Recipient's pay policy.

Funds may also be used to support the employer portion fringe benefit costs for the one (1) Fusion Center Analyst for one year. Rates and available benefits will be in accordance with the Recipient's local policy and procedures. Fringe benefits may include but are not limited to: FICA, retirement, unemployment, workers compensation, and insurance. The cost for insurance benefits will be based on the employees' selection of coverage (health, dental, vision, life). The employee portion of any fringe benefit is unallowable.

The grant will support a maximum of \$65,000 annually for the personnel and fringe benefit costs associated with this position. The Recipient will be responsible any costs over the \$65,000 threshold.

**Position 3:** Funds will be used to support one (1) Critical Infrastructure Specialist for one year. Salary rate will be established in accordance with the Recipient's pay policy.

Funds may also be used to support the employer portion fringe benefit costs for the one (1) Critical Infrastructure Specialist for one year. Rates and available benefits will be in accordance with the Recipient's local policy and procedures. Fringe benefits may include but are not limited to: FICA, retirement, unemployment, workers compensation, and insurance. The cost for insurance benefits will be based on the employees' selection of coverage (health, dental, vision, life). The employee portion of any fringe benefit is unallowable.

The grant will support a maximum of \$65,000 annually for the personnel and fringe benefit costs associated with this position. The Recipient will be responsible any costs over the \$65,000 threshold.

**Documentation Requirements:** The Recipient shall provide timesheets, paystubs, and overtime detail reports (if applicable) with each payment request to substantiate personnel costs charged to the grant. The Recipient shall provide documentation of the employer-paid fringe benefits such as paystubs, ledger, schedules, benefit summaries, etc. with each payment request to substantiate fringe benefit costs charged to the grant.

### **Travel and Training**

Funds will be used to support training, and associated travel costs, for the three (3) positions funded above. All training covered under this award must be directly related to the functions of each position.

This award will support a maximum of \$3,000 annually the training and travel costs associated with each of the three (3) positions funded above. The Recipient will be responsible any costs over the \$3,000 threshold per position.

Hotel rates will be reimbursed at a nightly room rate not to exceed the current state travel rate of \$225/night. Per diem will be reimbursed in accordance with State of Florida Travel Guidelines outlined in Section 112.06, Florida Statutes.

The Recipient shall provide course registration confirmation, course agenda, a completed State of Florida Voucher, receipts (registration, hotel, car rental, airfare, baggage, local transportation, etc.), and a copy of the documentation (i.e., google maps, etc.) to substantiate any mileage charged to the grant.

- Ability to probe and obtain critical facts.
- Ability to communicate effectively verbally and in writing.
- Ability to analyze and interpret data.
- Ability to understand and apply laws, rules, regulations, policies, and procedures.

The recommended positions duties include:

- Identifies and prioritizes precursors and indicators/warnings to threats on Florida critical infrastructure and key resources (CI/KR).
- Evaluates the risk to potential CI/KR targets based on vulnerability, consequences, and cascading effects.
- Develops products (e.g., briefs, assessments, maps) and/or recommendations regarding threats, threat mitigation, and risk reduction to CI/KR.
- Identifies critical infrastructure facilities/locations and enters in centralized databases on a continuous basis.
- Uses monitoring tools to identify potential threats to CI/KR in areas of responsibility.
- Records information in databases in compliance with FDLE policy and state and federal law.
- Compiles, analyzes, and disseminates information and intelligence from various agencies, the public and other sources and promotes these sources to maintain the exchange of pertinent information among law enforcement agencies and the Florida Fusion Center (FFC) Network.
- Establishes and maintains liaison with the regional fusion centers.
- Establishes and maintains liaison with fusion center partner entities related to critical infrastructure in Florida.
- Establishes and maintains liaison with representatives of critical infrastructure owners/operators in Florida.
- Identifies and maintains liaison with professional associations who own or operate critical infrastructure within the state.
- Forwards information and intelligence pertaining to critical infrastructure to the FFC as required by the FFC Director or designee.
- Receives and passes information from the FFC to local stakeholders as instructed by the FFC Director or designee.
- Attends, upon request, meetings such as the Critical Infrastructure State Working Group meetings, Regional User Group Meetings, Department of Homeland Security data calls, etc.
- Travels as needed to fulfill these duties.

eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

**Financial Management:** The Recipient 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 Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

**Travel:** Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

**Subcontracts:** Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

**Grant Adjustments:** Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

**Property Management:** The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

#### SECTION IV: MANDATORY DISCLOSURES

**Conflict of Interest:** The Recipient 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. Recipients must disclose in writing any potential conflict of interest to the Department.

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

**Convicted Vendors:** The Recipient shall disclose to the Department 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.



appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

**Civil Rights:** The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any 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 Department 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 F.S. 448.095, the Contracting Party 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 Contracting Party 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 Contracting Party 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 Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), 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 Contracting Party has otherwise complied, the public employer must notify the Contracting Party 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.

**Public Records:** As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient 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 Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

**Independent Contractor, Subcontracting and Assignments:** In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

**Timely Payment of Subcontractors:** To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged

audit in accordance with §215.97, F.S., §218.39, 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 Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law 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 Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 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 §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:  
 Florida Department of Law Enforcement  
 Office of Planning and Budgeting  
 ATTN: State Financial Assistance  
 Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:  
 Auditor General's Office, Room 401  
 Pepper Building  
 111 West Madison Street  
 Tallahassee, Florida 32399-1450

**Criminal Justice Information Data Security:** Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

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

The Recipient 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

**Disputes and Appeals:** The Department 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 Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department'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 Department and the Recipient 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 Recipient concerning this agreement.

**Liability:** Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the Department 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, Recipient agrees that it is not an employee or agent of the Department but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.