

**AGREEMENT BETWEEN SEMINOLE COUNTY AND SEMINOLE COUNTY
SHERIFF'S OFFICE FOR AMERICAN RESCUE PLAN ACT FUNDING**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY," and **SEMINOLE COUNTY SHERIFF'S OFFICE**, whose address is 100 Eslinger Way, Sanford, Florida 32773, in this Agreement referred to as "SUBRECIPIENT."

W I T N E S S E T H:

WHEREAS, Congress passed the American Rescue Plan Act ("ARPA") and President Biden signed the ARPA into law on March 11, 2021; and

WHEREAS, the ARPA, in part, amends Title VI of the Social Security Act by establishing the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, together the Fiscal Recovery Funds; and

WHEREAS, the Fiscal Recovery Funds provide three hundred fifty (\$350) billion dollars in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the COUNTY's total allocation is in the amount of \$91,646,669.00, with COUNTY only having received its' initial 50% allocation in the amount of \$45,823,334.50; and

WHEREAS, the ARPA, Treasury regulations, and/or Treasury guidance recognizes that the COVID-19 pandemic exacerbated mental health and substance abuse disorder needs; and

WHEREAS, the ARPA, Treasury regulations, and/or Treasury guidance allows Fiscal Recovery Funds to be used for eligible public health services, including mental health and behavioral health services in responding to the COVID-19 pandemic;


WHEREAS, SUBRECIPIENT is a constitutional officer within Seminole County who provides, and partners with entities who provide, mental health and behavioral health services in Seminole County; and

WHEREAS, SUBRECIPIENT requests, and COUNTY agrees, to provide funding to SUBRECIPIENT for eligible expenditures under the ARPA, Treasury regulations, and/or Treasury guidance, as further specified herein.

NOW, THEREFORE, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the Parties and for the mutual benefit of COUNTY and SUBRECIPIENT, the Parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and form a material part of the Agreement upon which the Parties have relied.

Section 2. Definitions.

(a) “Acceptable to COUNTY”  means that the work product was completed in accordance with this Agreement and as reasonably requested by COUNTY.

(b) “ARPA” means the American Rescue Plan Act of 2021; P.L. 117-2.

(c) “Cause” includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and guidance, failure to perform on time, failure to comply with the express terms of this Agreement, or refusal to permit public access to any public record, defined by and subject to disclosure under Chapter 119, Florida, as amended.

(d) “Fund” means the Fiscal Recovery Funds under ARPA.

(e) “Improper Payment” means or includes, any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.

(f) “Party” means COUNTY or SUBRECIPIENT; “Parties” mean COUNTY and SUBRECIPIENT.

(g) “Treasury” means the United States Department of Treasury.

Section 3. Term. The effective date of this Agreement is the date the last Party properly executes this Agreement, as determined by the date set forth immediately below the respective signatures of the Parties, and this Agreement expires on December 31, 2024 (“Term”).

Section 4. American Rescue Plan Act Funding.

(a) SUBRECIPIENT may expend Funds authorized by this Agreement only for obligations incurred during the Term. SUBRECIPIENT must use Funds in strict compliance with this Agreement.

(b) COUNTY will provide SUBRECIPIENT Funds in an amount not-to-exceed NINE MILLION AND NO/100 DOLLARS (\$9,000,000.00) for eligible expenditures specified in Exhibit D – Scope of Work, attached to and incorporated to this Agreement, in order to respond to the effects of the COVID-19 public health emergency caused upon individuals in the Seminole County community. This not-to-exceed amount will be divided into a maximum of three installments over the Term, with the disbursements to occur in January 2022, January 2023, and January 2024.

(c) SUBRECIPIENT must expend Funds during the Term and may not use Funds at any point for contingency, “rainy day,” or similar reserves.

(d) The COUNTY’s performance and obligation to pay under this Agreement is contingent upon an appropriation by the Federal Government, and is subject to any modification, including withholding all or part of the Funds, in COUNTY’s sole discretion.

(e) If the SUBRECIPIENT receives additional grant funding from any governmental entity for allowable expenditures specified in this Agreement, then SUBRECIPIENT must notify the COUNTY pursuant to Section 9, Notice, prior to the receipt of such funding.

(f) SUBRECIPIENT may not obtain or incur a duplication of benefits from any other governmental entity, including COUNTY.

Section 5. Indemnification.

(a) Each Party is solely responsible to third parties with whom they may contract in carrying out the terms of this Agreement and will hold each other harmless against all claims of whatsoever kind or nature by such third parties arising out of the performance of work under any such contract with a third party. This provision is not to be construed as a waiver by any Party of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes, as may be amended. Furthermore, no part or provision within this Agreement may be interpreted as requiring one Party to indemnify or insure the other Party for the other Party's negligence or to assume any liability for the other Party's negligence in contravention of Section 768.28(19), Florida Statutes.

(b) The Parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to any Party any remedy or defense available to such Parties under the laws of the State of Florida.

Section 6. Default. If any of the following Events of Default occur, COUNTY has the option to exercise any of its remedies set forth in Section 7, Remedies. Events of Default, include:

(a) If any warranty or representation made by SUBRECIPIENT in this Agreement or any previous agreement with COUNTY related to ARPA is or becomes false or misleading in any respect, or if SUBRECIPIENT fails to keep or perform any of the obligations, terms or covenants

in this Agreement and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If any reports required by this Agreement have not been submitted to COUNTY timely or have been submitted with incorrect, incomplete, or insufficient information; or

(c) If SUBRECIPIENT has failed to perform and complete on time any of its obligations under this Agreement.

Section 7. Remedies. If an Event of Default occurs, then COUNTY may, after thirty (30) days written notice to SUBRECIPIENT and upon SUBRECIPIENT's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement in accordance with Section 9, Notice;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;



(c) Withhold or suspend allocation of all or any part of the Funds;

(d) Require that SUBRECIPIENT refund to COUNTY any Funds used for ineligible purposes under the laws, rules, regulations, or guidance governing the use of these Funds, including this Agreement;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

(1) request additional information from the SUBRECIPIENT to determine the reasons for or the extent of non-compliance or lack of performance,

(2) issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

(3) advise the SUBRECIPIENT to suspend, discontinue or refrain from incurring costs for any activities in question,

(4) require the SUBRECIPIENT to reimburse COUNTY for the amount of costs incurred for any items determined to be ineligible, or

(f) The COUNTY may exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not prevent COUNTY from pursuing any other remedies in this Agreement or provided at law or in equity. If COUNTY waives any right or remedy in this Agreement or fails to insist on strict performance by SUBRECIPIENT, it will not affect, extend or waive any other right or remedy of COUNTY, or affect the later exercise of the same right or remedy by COUNTY for any other default by SUBRECIPIENT.

Section 8. Termination.

(a) The COUNTY may terminate this Agreement for Cause after thirty (30) days written notice to SUBRECIPIENT.

(b) The COUNTY may terminate this Agreement immediately for convenience when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of Funds, by providing SUBRECIPIENT with written notice.

(c) The Parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

(d) In the event this Agreement is terminated, if SUBRECIPIENT incurs new obligations after SUBRECIPIENT has received the notice of termination, COUNTY will not provide Funds to SUBRECIPIENT under this Agreement. For the avoidance of doubt, after notice of termination, SUBRECIPIENT may continue programs or services using its own source of funds.

Section 9. Notice. Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand- delivered to

the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Party delivered according to this Section:

As to COUNTY:

Attention: Financial Grants Administrator
Seminole County Resource Management, Grants Program
1101 E. 1st Street
Sanford, Florida 32771-1468

As to SUBRECIPIENT:

Attention: Lisa Spriggs, Chief of Administrative Services
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, Florida 32773

Section 10. Parties Bound. This Agreement is binding upon and inures to the benefit of the Parties, and their successors and assigns. 

Section 11. Conflict of Interest.

(a) The Parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other Party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as may be amended, relating to ethics in government.

(b) SUBRECIPIENT hereby certifies that no officer, agent, or employee of SUBRECIPIENT has any material interest (as defined in § 112.312(15), Florida Statutes), as may be amended, as over 5% ownership either directly or indirectly, in the business of COUNTY to be conducted here, and that no such person will have any such interest at any time during the Term.

(c) Each Party has the continuing duty to report to the other Party any information that indicates a possible violation of this Section.

Section 12. Dispute Resolution.

(a) In the event of a dispute related to performance under this Agreement, the Parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies.

(b) In the event that COUNTY administrative dispute resolution procedures are exhausted, either Party to this Agreement may notify the other Party in writing that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which is the sole venue for any such civil action. The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

Section 13. Audits.

(a) In accounting for the receipt and expenditure of Funds under this Agreement, SUBRECIPIENT must follow Generally Accepted Accounting Principles (“GAAP”). As defined by 2 C.F.R. §200.49, GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (“GASB”) and the Financial Accounting Standards Board (“FASB”).

(b) The Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY may perform an audit of the records of the SUBRECIPIENT at any time during the Term of this Agreement and after final disbursements have been made, even if the Agreement has expired or terminated. Audits may be performed at a time mutually agreeable to SUBRECIPIENT and COUNTY.

(c) If an audit shows that all or any portion of the Funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, SUBRECIPIENT will be held liable for reimbursement to COUNTY of all Funds not spent in accordance with this Agreement, within fourteen (14) days after COUNTY has notified the SUBRECIPIENT of such non-compliance.

(d) If SUBRECIPIENT expends \$750,000.00 or more in Federal awards during the SUBRECIPIENT's fiscal year, SUBRECIPIENT must have an audit performed in accordance with 2 CFR Part 200, Subpart F, at SUBRECIPIENT's expense.

(e) SUBRECIPIENT must send copies of reporting packages required under this Section directly to COUNTY in accordance with Section 9, Notice.

(f) Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

Section 14. Reports.



(a) SUBRECIPIENT must provide COUNTY with quarterly reports, by completing Exhibit C – ARPA Quarterly Progress Report Template, attached to and incorporated in this Agreement. SUBRECIPIENT's quarterly reports must include detailed information to account for expenditures incurred, as authorized by this Agreement. SUBRECIPIENT must submit quarterly reports electronically through COUNTY's designated software provider, unless specified otherwise by COUNTY in writing. COUNTY will provide SUBRECIPIENT written instructions as to how SUBRECIPIENT may submit quarterly reports electronically. COUNTY reserves the right to revise Exhibit C in order for COUNTY to provide the public with transparency and to comply with requirements set forth by Treasury. In addition, and when requested by Treasury, Treasury regulations, Treasury guidance, or COUNTY, SUBRECIPIENT must provide additional updates, information, and reports pertaining to this Agreement.

(b) Quarterly reports are due to the COUNTY five (5) business days prior to the end of each calendar quarter and must be submitted each calendar quarter until the complete expenditure of Funds provided to SUBRECIPIENT under this Agreement during the Term. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

(c) If all required reports and copies are not sent to COUNTY or are not completed in a manner reasonably Acceptable to COUNTY, COUNTY may withhold further disbursements until the reports are completed or may take other action as stated in this Agreement.

Section 15. Monitoring. In addition to reviews of audits conducted in accordance with Section 13, Audits, monitoring procedures may include, but not be limited to, on-site visits, limited scope audits, or other procedures performed by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. The SUBRECIPIENT agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. In the event that the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY determines that a limited scope audit of the SUBRECIPIENT is appropriate, the SUBRECIPIENT agrees to comply with any additional instructions provided by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY to the SUBRECIPIENT regarding such audit. The SUBRECIPIENT further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY. In addition, the Treasury Office of Inspector General, the U.S. Government Accountability Office, and/or COUNTY will monitor the performance and financial management by the SUBRECIPIENT throughout the Term to ensure strict compliance with this Agreement, ARPA, Treasury regulations, and Treasury guidance.

Section 16. Equal Opportunity Employment. SUBRECIPIENT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. SUBRECIPIENT shall take steps to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 17. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division.

Section 18. Compliance with Laws and Regulations. SUBRECIPIENT must abide by all statutes, ordinances, rules, regulations, and executive orders pertaining to or regulating the provision of this Agreement, including, but not limited to, ARPA, regulations adopted by Treasury, guidance adopted by Treasury pertaining to ARPA, and 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” as any one of the foregoing may be amended. Any violation of statutes, ordinances, rules, regulations, executive orders, or guidance will constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SUBRECIPIENT.

Section 19. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 20. Entire Agreement.

(a) It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

Section 21. Assignment. This Agreement may not be assigned by either Party without the prior written approval of the other Party. 

Section 22. Severability. If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 23. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 24. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

Section 25. Exhibits. SUBRECIPIENT shall comply with the terms of Exhibit A, Additional Terms and Conditions, which is attached to and incorporated in this Agreement. Exhibit A controls over any contrary provision elsewhere in this Agreement. In addition, SUBRECIPIENT must execute Exhibit B, Certification regarding Lobbying, which is attached to and incorporated in this Agreement, concurrently with the execution of this Agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement for the purposes stated above.

SEMINOLE COUNTY SHERIFF'S OFFICE

Witness

By: _____
DENNIS M. LEMMA, SHERIFF

Print Name

Date: _____

Witness



Print Name

Approved as to form and
legal sufficiency.

Signature

Print Name

[Signatures and attestations continue on the following page.]

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

BP/
12/8/21

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Attachments:

- Exhibit A - Additional Terms and Conditions
- Exhibit B - Certification Regarding Lobbying
- Exhibit C - ARPA Quarterly Progress Report Template
- Exhibit D - Scope of Work



EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

AMERICANS WITH DISABILITIES ACT

SUBRECIPIENT agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

LEGAL AUTHORIZATION

SUBRECIPIENT certifies that it has the legal authority to receive the Funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The SUBRECIPIENT also certifies that the undersigned person has the authority to legally execute and bind the SUBRECIPIENT to the terms of this Agreement.

FALSE STATEMENTS

SUBRECIPIENT understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENTS are encouraged to adopt and enforce policies that ban text messaging while driving.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the COUNTY or the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the SUBRECIPIENT’s programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT.

SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

COOPERATION

SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions.

MAINTENANCE OF COMPLAINT LOG

SUBRECIPIENT shall maintain a complaint log and inform the COUNTY of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the COUNTY if SUBRECIPIENT has received no complaints under Title VI.

EXHIBIT B

CERTIFICATION REGARDING LOBBYING

The undersigned on behalf of SUBRECIPIENT, certifies, to the best of his or her knowledge that

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any 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 this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned on behalf of SUBRECIPIENT, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, SUBRECIPIENT understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

ENTITY NAME: Seminole County Sheriff’s Office

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____