

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 7, 2009 ☒ Consent ☐ Regular

 ☐ Ordinance ☐ Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) Accept** on behalf of the Palm Beach County Sheriff's Office a Florida Department of Law Enforcement Office of Criminal Justice grant in the amount of \$120,000 for the EOD Regional Team Enhanced Capability Project for the period of February 1, 2009 through January 31, 2010; **B) Approve** a budget amendment of \$120,000 in the Sheriff's Grants Fund.

Summary: On February 17, 2009 the Palm Beach County Sheriff's Office received an award to purchase equipment under the Florida Domestic Security Strategic Plan. These funds and related equipment, which have been approved by FDLE for purchase, will be used to enhance Florida's SWAT and EOD capability and capacity. The purpose of the EOD Regional Team Enhanced Capability Project is to maintain specialized equipment and replace items that have exceeded their useful lifespan for SWAT and EOD teams. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required. Countywide (DW)

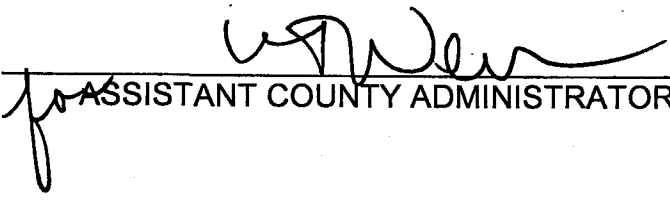
Background and Justification: The United States has been a victim of terrorist attacks, which have caused both physical and emotional scarring of our nation. Under the Homeland Security Act of 2004, Public Law 108-090, funding has been made available which will enable law enforcement agencies to better protect our citizens. The Palm Beach County Sheriff's Office will utilize all equipment purchased through this program for the purpose of protecting the citizens of Palm Beach County and neighboring communities. The Catalog of Federal Domestic Assistance (CFDA) Number for this program is 97.067 and the contract number is 2009-SHSP-PALM-3-V3-007.

Attachments:

- 1. Budget Amendment
- 2. Award Letter
- 3. Application

=====

RECOMMENDED BY:  3/24/09
DEPARTMENT DIRECTOR DATE

APPROVED BY:  4/1/09
ASSISTANT COUNTY ADMINISTRATOR DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$120,000				
Operating Costs	0				
External Revenues	(\$120,000)				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund 1152 Agency 160 Org 2158 Object 3129

Reporting Category _____

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

The EOD Regional Team Enhanced Capability Project grant is funded through the Florida Department of Law Enforcement. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required.

EOD Regional Team Enhanced Capability Project	<u>\$120,000</u>
Total Program Budget	<u>\$120,000</u>

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Jim Dull 3-31-09
3/30/09 OFMB

Jim J. Javelle 3/30/09
Contract Administration
E. Jones 3/30/09

B. Legal Sufficiency:

[Signature] 3/31/09
Assistant County Attorney

C. Other Department Review:

Department Director

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

09- 0919

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1

FUND 1152 - Sheriff's Grants Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
Revenues								
EOD Regional Team Enhanced Capability Project								
160-2158-3129	Federal Grant - Other Public Safety	0	0	120,000		120,000		
	TOTAL REVENUES	0	\$5,797,681	\$120,000	\$0	\$5,917,681		
Expenditures								
EOD Regional Team Enhanced Capability Project								
160-2158-9498	Transfer to Sheriff's Grant Fund	0	0	120,000		120,000		
	TOTAL EXPENDITURES	0	\$5,797,681	\$120,000	\$0	\$5,917,681		

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

By Board of County Commissioners
At Meeting of April 7, 2009

3/24/09

3-30-09

3/30/09

Deputy Clerk to the
Board of County Commissioners



Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Charlie Crist, Governor
Bill McCollum, Attorney General
Alex Sink, Chief Financial Officer
Charles H. Bronson, Commissioner of Agriculture

FEB 18 2009

The Honorable Ric Bradshaw
Sheriff
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406

Re: Contract No. 2009-SHSP-PALM-3-V3-007

Dear Sheriff Bradshaw:

The Florida Department of Law Enforcement is pleased to award a State Homeland Security grant in the amount of \$ 120,000.00 to your unit of government. These funds shall be utilized to implement Florida's Domestic Security Strategic Plan.

A copy of the approved subgrant application with the referenced project number and title is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

Your attention is directed to the Standard Conditions of the subgrant. These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

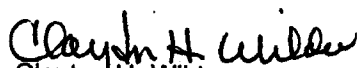
The enclosed Certification of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

Committed to
Service • Integrity • Respect • Quality

The Honorable Ric Bradshaw
Page Two

We look forward to working with you on this project. If we can be of further assistance, please contact Martha McWilliams at 850/617-1250.

Sincerely,


Clayton H. Wilder
Administrator

CHW/MKM/as

Enclosures

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

SUBGRANT AWARD CERTIFICATE

Subgrantee: Palm Beach County Sheriff's Office

Date of Award: 2-17-09

Grant Period: From: 02/01/2009 TO: 01/31/2010

Project Title: EOD REGIONAL TEAM ENHANCED CAPABILITY

Grant Number: 2009-SHSP-PALM-3-V3-007

Federal Funds: \$ 120,000.00

Total Project Cost: \$ 120,000.00

Program Area: 806A : Enhance SWAT and EOD Regional Team Capability
(Equipment)

Federal CFDA #: 97.067

Award is hereby made in the amount and for the period shown above of a grant under the Homeland Security Act of 2004, Public Law 108-090, to the above mentioned subgrantee and subject to any attached standards or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Office of Justice Programs, Common Rule for State and Local Governments or OMB Circulars A-87, A-110 and A-133, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of Public Law 108-090, as amended.

SUBGRANT AWARD CERTIFICATE (CONTINUED)

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certification of Acceptance/ Request for Payment is returned to the department.

Clayton H. Wilder
Authorized Official
Clayton H. Wilder
Administrator

2-17-09
Date

() This award is subject to special conditions (attached).

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

CERTIFICATION OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2009-SHSP-PALM-3-V3-007, in the amount of \$ 120,000.00, for a project entitled, EOD REGIONAL TEAM ENHANCED CAPABILITY, for the period of 02/01/2009 through 01/31/2010, in accordance with the statement of work contained in the subgrant application, and subject to the Florida Department of Law Enforcement's Conditions of Agreement and any special conditions governing this subgrant.



Signature of Subgrantee's Authorized Official

Ric L. Bradshaw, Sheriff

Typed Name and Title of Official

3/3/09

Date of Acceptance

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

SPECIAL CONDITION(S)/GENERAL COMMENT(S)

Grantee: Office of Criminal Justice Grants

Grant Number: 2009-SHSP-PALM-3-V3-007

Grant Title: EOD REGIONAL TEAM ENHANCED CAPABILITY

In addition to the general conditions applicable to fiscal administration, the grant is subject to the following Special Condition(s)/General Comment(s):

Ref# S10064: Prior to the drawdown of federal funds used as a sole source purchase of \$ 100,000 or more, a Sole Source Justification must be submitted to the Office of Criminal Justice Grants and approved by the Division of Emergency Management.

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program



Subgrant Recipient

Organization Name: Palm Beach County Sheriff's Office

County: Palm Beach

Chief Official

Name: Ric Bradshaw

Title: Sheriff

Address: 3228 Gun Club Road

City: West Palm Beach

State: FL **Zip:** 33406

Phone: 561-688-3021 **Ext:**

Fax: 561-688-3033

Email: bradshawr@pbso.org

Chief Financial Officer

Name: George Forman

Title: Chief Financial Officer

Address: 3228 Gun Club Road

City: West Palm Beach

State: FL **Zip:** 33406

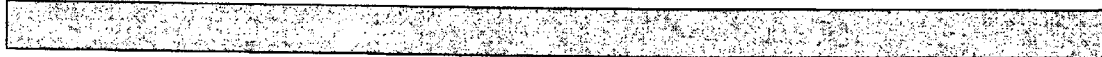
Phone: 561-688-3131 **Ext:**

Fax: 561-688-4330

Email: formang@pbso.org

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program



Implementing Agency

Organization Name: Palm Beach County Sheriff's Office
County: Palm Beach

Chief Official

Name: Ric Bradshaw
Title: Sheriff
Address: 3228 Gun Club Road
City: West Palm Beach
State: FL **Zip:** 33406
Phone: 561-688-3021 **Ext:**
Fax: 561-688-3033
Email: bradshawr@pbso.org

Project Director

Name: Janet Cid
Title: Grants Contracts Analyst
Address: 3228 Gun Club Road
City: West Palm Beach
State: FL **Zip:** 33406
Phone: 561-688-3257 **Ext:**
Fax: 561-688-4330
Email: cidj@pbso.org

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program



General Project Information

Project Title: EOD REGIONAL TEAM ENHANCED CAPABILITY
Subgrant Recipient: Palm Beach County Sheriff's Office
Implementing Agency: Palm Beach County Sheriff's Office
Project Start Date: 2/1/2009 **End Date:** 1/31/2010

Problem Identification

Statewide, response disciplines experience ongoing changes in new/emerging technology and evolving standards in equipment/training/team staffing and maintenance creating continuous challenges. Thus, this project's strategy is to continue to address the gap of equipping all regional response teams to a standard basic capability to efficiently respond, neutralize terrorist threats to the public and first responders while mitigating terrorist incidents. All teams will have the capability to successfully operate in WMD and CBRNE environments as appropriate. This Gap Project will support the following objectives: 2.4-Law Enforcement Investigation and Operations, 2.5-CBRNE Detection and 4.9-Explosive Device Response Operation.

Project Summary

This project will continue to build out and enhance Florida's SWAT and EOD capability and capacity through new and emerging technologies to respond to Weapons of Mass Destruction (WMD) and CBRNE threats and attacks. These capabilities are crucial to successfully neutralizing a terror incident and insuring safety for the public and responders, thus allowing mitigation, recovery and investigation/prosecution following an event.

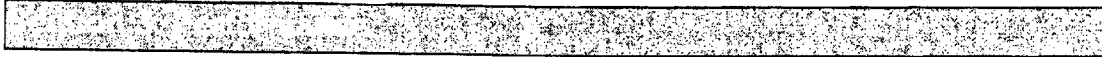
Once all identified specialty teams have been equipped, trained and exercised, the regional teams will work with the RDSTF's to ensure statewide coordinated response capabilities are maintained.

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program



General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 2008 - State Homeland Security Grant Program

State Purpose Area: 806A - Enhance SWAT and EOD Regional Team Capability
(Equipment)

Objectives and Measures

Objective: 806A.01 - Provide an estimation of the percent completed of the items or services to be purchased. Also provide the anticipated completion date for the remaining purchases.

Measure: Part 1

During the grant period will you complete the purchase of all items or services budgeted to complete the project?

Goal: Yes

Objective: 806A.02 - Provide detail of any encountered or anticipated obstacles that would hinder the completion of the project within the grant period

Measure: Part 1

During the grant period will you report any encountered or anticipated obstacles that would hinder the completion of the project within the grant period?

Goal: Yes

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program



General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000789

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$120,000.00	\$0.00	\$120,000.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$120,000.00	\$0.00	\$120,000.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated Income (PGI) ? No

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program



Budget Narrative:

I. Operating Capital Outlay

1.(1) TCVV Containment Vessel @ \$120,000 ea= \$120,000
(AEL #02EX-00-TCVV)

Sub-Total= \$120,000

Total Project Cost= \$120,000

There is no match requirement

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program

Section Questions:

Question: Indicate your agency's Operating Capital Outlay threshold.

Answer: 1000

Question: Provide a statement of your Procurement Process for the items included in the budget of the grant. (GSA or State Contract, formal bid process, etc.)

Answer: As per General Order 209.02, The Palm Beach County Sheriff's Office enters into contracts for goods and services with a variety of public and private entities. If the procurement has been identified as "sole source" or if the Purchasing department has determined that the bid process is not required, any contract documents will be finalized by the Sheriff for approval. All contracts must be signed by the Sheriff and/or his authorized designee.

This General Order is available for your review, if required.

Specific information related to Purchase Orders and Bidding:

1. Requisition approval levels

- a. \$0 - \$4,999.99: Lieutenant or equal
- b. \$5,000 - \$99,999.99: Captain or equal
- c. \$100,000 - \$499,999.99: Major or equal
- d. \$500,000 and greater: Colonel or equal

2. Purchase Order Requirements

- a. \$0 - \$4,999.99: Buyers must obtain 1-3 verbal quotes
- b. \$5,000 - \$24,999.99: Buyers must obtain 3 written quotes
- c. \$25,000 - \$49,999.99: Buyers will create Request for Quote (RFQ)
- d. \$50,000 and greater: Buyers will issue Request for Proposal (RFP) or Bid

3. Purchase Order approval levels

- a. \$0 - \$4,999.99: Purchasing Buyer
- b. \$5,000 - \$249,999.99: Purchasing Manager
- c. \$250,000 and greater: Division Manager

4. Approval Levels for Sheriff's Exemption to Purchasing Form:

- a. \$0 - \$49,999.99: CFO
- b. \$50,000 - \$99,999.99: Director of Administration
- c. \$100,000 and greater: Sheriff

5. Contract Approval Levels

- a. \$0 - \$249,999.99: CFO
- b. \$250,000 - \$499,999.99: Director of Administration
- c. \$500,000 and greater: Sheriff

Purchasing management conducts periodic file reviews to ensure compliance.

Question: Have you included the Authorized Equipment List (AEL) # for each item in the budget narrative? (please see the Responder Knowledge Base at <https://www.rkb.us/>)

Answer: Yes

Application for Funding Assistance

Florida Department of Law Enforcement

Law Enforcement Terrorism Prevention/State Homeland Security and Buffer Zone Protection Program

Standard Conditions

Standard Conditions of agreement set forth herein require compliance by subgrantees/subrecipients (individuals and/or organizations receiving Federal financial or property assistance through the direct recipient of Federal funds), implementing agencies and state agencies upon signed acceptance of the subgrant award. Units of government and other organizations receiving Federal financial assistance from the State shall adhere to applicable State laws and procedures except where inconsistent with Federal statutes and guidelines. The circulars and government-wide common rules specific to that organization-type also apply. Upon approval of this subgrant, the approved application and the following Standard Conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project.

Recipients are urged to carefully review and understand all terms and conditions of the award prior to award acceptance. Failure to comply with these terms and conditions may result in disallowance of costs and recovery of funds and/or suspension or termination of funds and/or award.

The subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Homeland Security Financial Management Guide and the U. S. Department of Homeland Security, Office for Domestic Preparedness Homeland Security Grant Program Guidelines and must support the goals and objectives included in the State Homeland Security Strategy for Florida. The Financial Guide incorporates by reference the provisions of the Office of Management and Budget (OMB) circulars and government-wide common rules applicable to grants and cooperative agreements. The subgrant recipient agrees to comply with all federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars, as applicable:

Administrative Guidelines:

OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments. This Circular establishes consistency and uniformity among Federal agencies in the management of grants and cooperative agreements with State, local, and Federally recognized Indian tribal governments.

OMB Circular A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations. This Circular establishes administrative requirements for Federal grants and agreements awarded to commercial organizations, institutions of higher education, hospitals, and other non-profit organizations.

Cost Guidelines:

OMB Circular A-21, Cost Principles for Educational Institutions. This Circular establishes principles for determining costs applicable to grants, contracts, and other agreements with educational institutions.

OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments. This Circular establishes principles and standards for determining costs for Federal awards carried out through grants, cost reimbursement contracts, and other agreements with State, local and Federally recognized Indian tribal governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations. This Circular establishes principles for determining costs of grants, contracts and other agreements with non-profit organizations. It does not apply to colleges and universities, which are covered by Office of Management and Budget (OMB) Circular A-21, "Cost Principles for Educational Institutions"; State, local, and Federally recognized Indian tribal governments, which are covered by OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; or hospitals.

Code of Federal Regulations, Title 48 Federal Acquisition Regulations Systems, Chapter 1, Part 31, Contract Cost Principles and Procedures. This part is to be used by commercial organizations and

Application for Funding Assistance

Florida Department of Law Enforcement

Law Enforcement Terrorism Prevention/State Homeland Security and Buffer Zone Protection Program contains cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs.

Audit Guidelines:

OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. This Circular provides requirements regarding audits of *State, local and tribal governments and non-profit organizations* (the Single Audit Act), in addition to the circulars for cost principles. This Circular requires that non-Federal entities that expend \$500,000 (effective January 1, 2004) or more of total Federal funds in their fiscal year shall have a single or program-specific audit conducted for that year. Guidance on determining Federal awards expended is provided in **Section 205** of this Circular.

Unless prohibited by law, the costs of audits made in accordance with the provisions of this requirement are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars, the Federal Acquisition Regulation (FAR) (48CFR parts 30 and 31), or other applicable cost principles or regulations.

For those organizations not subject to the A-133 requirements, records must still be available and complete for review or audit by appropriate officials or representatives of the Federal agency, pass-through entity, and Government Accountability Office (GAO). These organizations shall have financial and compliance audits conducted by qualified individuals who are organizationally, personally, and externally independent from those who authorize the expenditure of Federal funds to ensure that there is no conflict of interest or appearance of conflict of interest.

The cost of auditing a non-Federal entity that has Federal awards expended of less than \$500,000 per year and is thereby exempted under the A-133 requirement may not charge such costs to their Federal award (<http://www.whitehouse.gov/omb/circulars/index.html>.)

Statutory Authority – Public Law 110-412: To amend the Homeland Security Act of 2002 to improve the financial assistance provided to State, local, and tribal governments for information sharing activities, and for other purposes. <<NOTE: Oct. 14, 2008 - [H.R. 6098]>>(<http://www.gpoaccess.gov/plaws/index.html>.)

1. Reports

a. Project Performance Report:

Project Performance Reports are to be submitted on a quarterly basis as follows:

Reporting period:	January – March	April-June	July-September	October-December
Deadline:	April 10	July 10	October 10	January 10

b. Project Expenditure Report (PER):

Subgrantees may submit PERs monthly or quarterly. All reports are due 31 days after the end of the reporting period. The final PER is to be submitted upon close out of the grant. All reporting and special conditions must be satisfied prior to reimbursement. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

2. Project Closeout

Project funds that have been properly obligated by the end of the subgrant funding period will have 45 days in which to be liquidated. Unspent funding after the 45-day period will revert to the Department. A subgrant funded project will not be closed out until the subgrant recipient has satisfied all closeout requirements.

All refunds or repayments made to the Department under this agreement are made payable to the order of Florida Department of Law Enforcement and mailed to the following address:

Application for Funding Assistance

Florida Department of Law Enforcement

Law Enforcement Terrorism Prevention/State Homeland Security and Buffer Zone Protection Program

**Office of Criminal Justice Grants
Attention: Criminal Justice Initiatives Unit
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

3. Fiscal Control and Fund Accounting Procedures

The subrecipient must establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project must be disbursed according to provisions of the project budget as approved by the Department. All funds not spent according to this agreement will be subject to repayment by the subgrant recipient.

4. Allowable Costs

a. Allowance for costs incurred under the subgrant shall be determined according to the general principles of allowability and standards for selected cost items set forth in the *Financial Management Guide*, U.S. Department of Homeland Security Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments", or OMB Circular A-21, Cost Principles for Educational Institutions, FY 2008 Homeland Security Grant Program Guidelines and Application Kit. Allowable costs are those costs identified in the circulars, as noted herein, and in the grant program's authorizing legislation. In addition, costs must be reasonable, allocable, necessary to the project, and comply with the funding statute requirements. It is important to note that costs that are allowable under one program may be specifically prohibited under another. Additionally, allowable items may change from one fiscal year to another, so it is important to verify allowable costs with Standard Conditions specific to the fiscal year funding.

b. All procedures employed in the use of federal funds for any procurement shall be according to the OMB Circular A-110 and Florida law to be eligible for reimbursement.

c. Programs that include the purchase of equipment, recipients are encouraged to review the Interagency Board's (IAB) Standardized Equipment List (SEL) and the Authorized Equipment List (AEL) (<http://www.rkb.mipt.org>.) If State agencies and/or local governments have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Program Manager or Preparedness Officer for clarification.

5. Travel and Training

a. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, Florida Statutes.

b. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, Florida Statutes.

6. Written Approval of Changes in this Approved Agreement

Subgrant recipients shall obtain approval from the Department for major substantive changes. These include, but are not limited to:

a. Changes in project activities set forth in the approved agreement;

b. Budget deviations that do not meet the following criterion. That is, a subgrant recipient may transfer funds between budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget item; or,

c. Transfers of funds above the ten (10) percent maximum shall be made only if a revised budget is

Application for Funding Assistance

Florida Department of Law Enforcement

Law Enforcement Terrorism Prevention/State Homeland Security and Buffer Zone Protection Program

approved by the Department. Transfers do not allow for increasing the quantitative number of items documented in any approved budget item, i.e., increasing the quantity of equipment items in Operating Capital Outlay or Expense categories, or staff positions in the Salaries and Benefits category.)

Under no circumstances can transfers of funds increase the total budgeted award

7. Reimbursement Subject to Available Funds

The obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funding.

8. Advance Funding

Recipient organizations generally request funds based upon immediate disbursement requirements. Funds will not be paid in a lump sum, but rather disbursed over time as project costs are incurred or anticipated. Recipients should time their drawdown requests to ensure that Federal cash on hand is the minimum needed for disbursements to be made immediately or within a few days. Beginning with fiscal year 2005 funds, recipients may elect to drawdown funds up to 120 days prior to expenditure/disbursement. The Department strongly encourages subrecipients to draw down funds as close to expenditure as possible to avoid accruing interest.

Advance funding may be authorized for each project according to Section 16.181(16)(b), Florida Statutes, the **OJP Financial Guide**, the **Homeland Security Grant Program Guidelines and Application Kit**. Advance funding shall be provided to a subgrant recipient upon a written request to the OCJG justifying the need for such funds and verification that equipment has been ordered and is in route to the subrecipient.

Fund requests from subrecipients create a continuing cash demand on award balances of the State. Idle funds in the hands of subrecipients will impair the goals of sound cash management. All recipients must develop procedures for the disbursement of funds to ensure that Federal cash on hand is kept at a minimal balance.

9. Excusable Delays

Except with respect to defaults of consultants, the subgrant recipient will not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include but are not limited to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the subgrant recipient.

If failure to perform is caused by failure of a consultant or third party to perform or make progress, and if such failure arises out of causes beyond the control of the subgrant recipient and the consultant, and without fault or negligence of either of them, the subgrant recipient will not be deemed in default, *unless*:

- a. Supplies or services to be furnished by the consultant were obtainable from other sources;
- b. The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources; and
- c. The subgrant recipient failed to reasonably comply with such order.

Upon request of the subgrant recipient, the Department will ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule will be revised accordingly.

Application for Funding Assistance

Florida Department of Law Enforcement

Law Enforcement Terrorism Prevention/State Homeland Security and Buffer Zone Protection Program

10. Obligation of Subgrant Funds

Subgrant funds must not be obligated prior to the effective date or subsequent to the termination date of the grant period. An obligation occurs when funds are encumbered, such as in a valid purchase order or requisition to cover the cost of purchasing an authorized item on or after the begin date and up to the last day of the subgrant period in the award. Any funds not properly obligated by the recipient within the grant award period will lapse and revert to the Department. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for funding under this subgrant. A cost is incurred when the subgrant recipient's employee or consultant performs required services, or when the subgrant recipient receives goods, notwithstanding the date of order.

11. Review of Consultant Contracts

Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the market place. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants. Competitive bidding for consultant services is encouraged. The contract period must be within the subgrant period.

12. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department will impose sanctions it deems appropriate including withholding payments and cancellation, termination or suspension of the agreement in whole or in part. In such an event, the Department will notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient will be paid only for those services satisfactorily performed prior to the effective date of such sanction.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of Florida Department of Law Enforcement and mailed directly to the Department at the following address:

**Office of Criminal Justice Grants
Attention: Criminal Justice Initiatives Unit
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

13. Access to Records

The Florida Department of Law Enforcement; the U.S. Department of Homeland Security, Office of Domestic Preparedness; and the Auditor General of the State of Florida; the U.S. Comptroller General or any of their duly authorized representatives, will have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the U.S. Department of Homeland Security *Financial Management Guide*.

The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and made or received by the subgrant or its contractor in conjunction with this agreement.

14. Audit

a. Subgrant recipients and Implementing Agencies that expend \$500,000 or more in a year in federal awards must have a single or program-specific audit conducted for that year. The audit must be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The

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contract for this agreement must be identified with the subject audit in The Schedule of Federal Financial Assistance. The contract must be identified as federal funds passed-through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient must submit an annual financial audit which meets the requirements of Chapters 11.45 and 215.97, Florida Statutes; and, Rules 10.550 and 10.600, Florida Administrative Code.

b. A complete audit report which covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report must include any management letters issued separately and management's written response to *all* findings; both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned.

c. The subgrant recipient must have all audits completed by an independent public accountant (IPA). The IPA must be either a Certified Public Accountant or a Licensed Public Accountant.

d. The subgrant recipient and/or Implementing agency must take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.

e. The subgrant recipient and/or Implementing Agency must ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

f. Subgrant recipients and/or Implementing Agencies that expend less than \$500,000 in federal awards during a fiscal year are exempt from the audit requirements of OMB *Circular A-133* for that fiscal year. In this case, written notification must be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice must be provided to the Department no later than March 1 following the end of the fiscal year.

g. If this agreement is closed out without an audit, the Department reserves the right to recover any *disallowed costs* identified in an audit completed after such closeout.

h. The completed audit reports should be sent to the following address:

**Office of Criminal Justice Grants
Attention: Criminal Justice Initiatives Unit
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308**

15. Retention of Records

The subgrant recipient must maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

16. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the OMB Circulars A-110 or A-102, as applicable.

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17. Property Accountability

The subrecipient agrees to use all non-expendable property for domestic security purposes during its useful life or request Department disposition.

The subrecipient must 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 according to federal property management standards set forth in the U.S. Department of Homeland Security Financial Management Guide or the federal OMB Circulars A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

18. Disputes and Appeals

The Department will make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and will distribute its response to all concerned parties. The subgrant recipient must proceed diligently with the performance of this agreement according to the Department's decision.

If the subgrant recipient appeals the Department's decision, it must be submitted in writing to the Department's agency clerk within twenty-one (21) calendar days of receipt of notification. The subrecipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Chapters 28-5 and 9-5, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

19. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, representatives of the Department and/or the U.S. Department of Homeland Security have the privilege of visiting the project site to monitor, inspect and assess work performed under this agreement. A recipient has full responsibility for the conduct of the project or activity supported and for the results achieved. The recipient must monitor the performance of the project to assure adherence to performance goals, time schedules or other requirements as appropriate to the project or the terms of the agreement. The recipient is responsible for monitoring the activities of and pass-through requirements to any subrecipients.

20. Publication or Printing of Reports

The subgrant recipient must submit one copy of all reports and proposed publications resulting from the agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the subgrant recipient's or government's expense, must contain the following statement: (NOTE: This excludes press releases, newsletters, and issue analysis.)

"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the author and do not necessarily represent the official position of policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

21. Equal Employment Opportunity (EEO)

When implementing Grant Programs Directorate, U.S. Department of Homeland Security-funded activities, the subrecipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended.

22. Americans with Disabilities Act 1990

Subgrantees must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law (P.L.) 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV). (Reference Title II of the Americans with Disabilities Act and Department

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of Justice regulation 28 CFR Part 42, Part 35; and Title IX of Education Amendments of 1972 and Department of Justice Regulation 28 CFR Part 54.)

23. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with *Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant's Responsibilities)*. These procedures require the subgrant recipient to certify it will not enter into any lower tiered covered transaction with a party that is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

24. Payment Contingent on Appropriation

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature.

25. Federal Restrictions on Lobbying

The subgrant recipient agrees to comply with *Section 319 of P.L. 101-121* set forth in "New Restrictions on Lobbying; Interim Final Rule," published in the February 26, 1990, *Federal Register*.

Each person must file the most current edition of this Certification and Disclosure Form, if applicable, with each submission that initiates agency consideration of such person for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by *Section 1352, Title 31, United States Code*. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.

The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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 loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

b. If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence 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 must complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.

c. The undersigned will require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all subgrant recipients must certify and disclose accordingly.

26. State Restrictions on Lobbying

In addition to the provisions contained herein, the expenditure of funds for the purpose of lobbying the state Legislature or a state agency is prohibited under this contract.

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27. Political Activities Limitations

The subgrantee assures that it will comply with provisions of federal law which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or part by federal grants (5 USC 1501, et seq.)

28. Fair Labor Standards

The subgrantee assures that it will comply with the minimum wage and maximum hour's provisions of the *Federal Fair Labor Standards Act*.

29. Environmental Protection Agency's (EPA) List of Violating Facilities

The subgrantee assures that the facilities under its ownership, lease or supervision which will be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used is under consideration for listing by the EPA.

30. Flood Disaster Protection Act

The subgrantee will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

31. National Historic Preservation Act

The subgrantee will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by

a. consulting with the State Historic Preservation Officer as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Florida Department of Law Enforcement of the existence of any such properties and by

b. complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

32. The Coastal Barrier Resources Act

The subgrantee will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

33. National Environmental Policy Act (NEPA)

a. The subrecipient shall comply with all applicable Federal, State, local environment and historical preservation (EHP) requirements and shall provide information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the subrecipient to meet Federal, State and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communication towers, physical security enhancements, new construction and modification to buildings that are 50 years old or greater. Subrecipients must comply with all conditions placed on the project as a result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical

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Preservation Office. Any construction activities that have been initiated prior to the full environmental and historical preservation review will result in a non-compliance finding.

34. Signature Authority

Both the Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative who sign the Signature Page have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source and the ADP Justification forms. The Project Director has authority to submit requests for approval of specific travel, Financial and Performance Reports, with the exception of the Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

35. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

36. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrantee or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

37. Supplanting

The subrecipient agrees that funding under this award will be used to supplement, but not supplant, state or local funds for homeland security preparedness. Costs allocated or included in any other federally financed program must not be included. Recipients of this award shall not replace funding appropriated from State and local governments with their Federal grant funding. It is the purpose of these grants to increase the overall amount of resources available to the organizations funded in order to bolster preparedness and to increase services and opportunities. Current levels of activities or programs funded by State, local or non-governmental entity resources should only be increased by receipt of Federal funding. Recipients therefore must ensure that they do not reduce the current overall level of funding support to preparedness missions, absent exigent circumstances. For example, if a State pays the salaries of three intelligence analysts, it cannot begin to pay the salary of one of them with Federal grant funding. It could, however, hire a fourth analyst.

Potential supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or grantee will be required to supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

A confirmation during the application process may be requested by the awarding agency or recipient agency stating that Federal funds will not be used to supplant State or local funds.

38. Use of Funds

The subrecipient understands and agrees that it cannot use any funding under this award either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the awarding agency.

39. Categorical Exclusions

The subrecipient understands that funding under this award is to enhance its capabilities to prevent, respond to and recover from incidents of terrorism involving chemical, biological, radiological, nuclear or explosive weapons and cyber attack. Equipment purchases for this subgrant are restricted to 18 categories that range from personal protective equipment to search and rescue equipment, to cyber security equipment and related costs. This action consequently meets the OJP's criteria for categorical

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exclusion as contained in Title 40, paragraph 4(b) of Appendix D to Part 61, CFR. Additionally, the proposed action is neither a phase nor a segment of a project which when viewed in its entirety would not meet the criteria for a categorical exclusion. None of the following activities will be conducted either under this action or a related third party action:

1. New construction
2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain.
3. A renovation which will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

40. Authorized Equipment Expenditures

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The subrecipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Department of Law Enforcement (FDLE) must approve any purchases of equipment not itemized in a project's approved Initial Strategic Implementation Plan (ISIP) in advance of the purchase.

The subrecipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDLE will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The subrecipient shall notify the FDLE Office of Domestic Preparedness at 2331 Phillips Road, Tallahassee, Florida 32308 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The subrecipient shall notify the FDLE immediately if the equipment is destroyed, lost, or stolen.

The subrecipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the FDLE.

41. Memorandum of Understanding (MOU) Requirements

The Department Reserves the right to require that applicants of funding under this agreement must enter into a formal MOU with the local unit of government or urban area, specifying the amount of funds to be retained by the state and the intended use of the funds. This MOU request must be initiated by the local unit of government or urban area. Agencies are encouraged, but not required to submit these MOUs to their Office of Domestic Preparedness Officer for the review to ensure compliance. A final, executed copy of the MOU must be submitted along with the application for funding to the Department and must be available to the Department of Homeland Security upon request.

42. Commingling of Funds

Federal agencies shall not require physical segregation of cash deposits or the establishment of any eligibility requirements for funds that are provided to a recipient. However, the accounting systems of all recipients and subrecipients must ensure that agency funds are not commingled with funds from other awards or Federal agencies. Each award must be accounted for separately. Recipients and subrecipients are prohibited from commingling funds on either a program-by-program or project-by-project basis without prior written approval of the awarding agency.

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43. Conflicts of Interest

To avoid conflicts of interest, personnel and other officials connected with agency funded programs shall adhere to the following requirements:

No official or employee of a State or unit of local government or a non-governmental recipient/subrecipient shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, award, cooperative agreement, claim, controversy, or other particular matter in which award funds (including program income or other funds generated by Federally funded activities) are used, where to his/her knowledge, he/she or his/her immediate family, partners, organization other than a public agency in which he/she is serving as an officer, director, trustee, partner, or employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest, or has less than an arms-length transaction.

In the use of agency project funds, officials or employees of State or local units of government and non-governmental recipient/subrecipients shall avoid any action that might result in, or create the appearance of:

- Using his or her official position for private gain;
- Giving preferential treatment to any person;
- Losing complete independence or impartiality;
- Making an official decision outside official channels; or
- Affecting adversely the confidence of the public in the integrity of the government or the program. For example, where a recipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications.

Violations of the conflict of interest standards may result in criminal, civil, or administrative penalties.

44. Maintenance contracts

The cost of an equipment maintenance agreement is allowable for the period of time that covers the grant project period. Any portion of the contract that extends beyond the grant period may not be charged to the grant award using Federal or matching funds. For example, if the grant project period is one year and the maintenance agreement is for three years, only the cost associated with the first year of the agreement would be allowable. The grantee would have to prorate the cost of the agreement to cover only the grant project period.

45. Warranty costs

Warranty costs (extensions) on equipment providing extended coverage for parts, labor and repair, above and beyond the term of the original manufacturer's warranty, are allowable if the cost of the warranty is included as part of the acquisition cost. Acquisition cost means the cost of the asset including the cost to put it in place. Acquisition cost for equipment, for example, means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired.

46. Sole Source Procurement (Non-Competitive)

All non-state procurement transactions shall be conducted in such a manner that provides, to the maximum extent practical, open and free competition. However, should a subrecipient elect to award a contract without competition, sole source justification may be necessary. Justification must be provided for non-competitive procurement on the forms provided and should include a

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description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Subrecipients must obtain approval from the Department prior to procurement.

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Law Enforcement Terrorism Prevention Program

I. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION (SUBGRANT RECIPIENT)

Mr. Clayton H. Wilder
Community Program Administrator
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

Re: Compliance with Equal Employment Opportunity (EEO) Program
Requirements for the Subgrant Recipient

Dear Mr. Wilder:

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that the Subgrantee (Subgrant Recipient) . . . **(Select one of the following):**

☒ Meets Act Criteria

☐ Does not meet Act Criteria

I affirm that I have read the Act criteria set forth in the Subgrant Application Instructions. I understand that if the Subgrant Recipient meets these criteria, it must formulate, implement and maintain a written EEO Plan relating to employment practices affecting minority persons and women. I also affirm that the Subgrant Recipient . . . **(Select one of the following):**

☒ Has a Current EEO Plan

☐ Does Not Have a Current EEO Plan

I further affirm that if the Subgrant Recipient *meets* the Act criteria and ~~does~~ not have a current written EEO Plan, federal law requires it to formulate, implement, and maintain such a Plan within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.

Signature of Subgrantee Authorized Official

Type Name: Ric L. Bradshaw

Title: Sheriff

Subgrant Recipient: Palm Beach County Sheriff's Office

Date: 2/2/09

Application for Funding Assistance
Florida Department of Law Enforcement
Law Enforcement Terrorism Prevention Program

**I. EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
(IMPLEMENTING AGENCY)**

Mr. Clayton H. Wilder
Community Program Administrator
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

Re: Compliance with Equal Employment Opportunity (EEO) Program
Requirements for the Implementing Agency

Dear Mr. Wilder:

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that this Criminal Justice Agency . . . (Select one of the following):

☒ Meets Act Criteria

☐ Does not meet Act Criteria

I affirm that I have read the Act criteria set forth in the Subgrant Application Instructions. I understand that if the Implementing Agency meets these criteria, it must formulate, implement and maintain a written EEO Plan relating to employment practices affecting minority persons and women. I also affirm that the Implementing Agency . . . (Select one of the following):

☒ Has a Current EEO Plan

☐ Does Not Have a Current EEO Plan

☐ Is included in the current EEO Program Plan of the Subgrant Recipient.

I FURTHER AFFIRM that if the recipient meets the Act Criteria and does not have a current written EEO Program, federal law requires it to formulate, implement, and maintain such a program within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.

I further affirm that if the Implementing Agency meets the Act criteria and does not have a current written EEO Plan, federal law requires it to formulate, implement, and maintain such a Plan within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.



Signature of Criminal Justice Agency Authorized Official

Type Name: Ric L. Bradshaw

Name of Subgrant Recipient: Palm Beach County Sheriff's Office

Name of Criminal Justice Agency: Palm Beach County Sheriff's Office

Title: Sheriff

Date: 2/2/09

Application for Funding Assistance

Florida Department of Law Enforcement
State Homeland Security Program

Section 6: 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.

Corrections on this page, including Strikeovers,
whiteout, etc. are not acceptable.

Signature: _____

Clayton H. Wilder

Clayton H. Wilder, Administrator

Typed Name and Title: _____

Date: _____

2-17-09

Typed Name of Subgrant Recipient: Palm Beach County Sheriff's Office

Signature: _____

Typed Name and Title: Ric L. Bradshaw, Sheriff

Date: _____

2/2/09

Typed Name of Implementing Agency: Palm Beach County Sheriff's Office

Signature: _____

Typed Name and Title: Ric L. Bradshaw, Sheriff

Date: _____

2/2/09