

Agenda Item No. 3Q-3

**ATION PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 1/12/2010 ☒ Consent ☐ Regular
☐ Ordinance ☐ Public Hearing

Department:

Submitted By: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION
Submitted For: PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION


I. EXECUTIVE BRIEF

MOTION AND TITLE: **Staff recommends motion to:** **(A)** Receive and file a grant from the Florida Department of Law Enforcement (FDLE) for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program: State Solicitation for the Young Women's Christian Association (YWCA) of Palm Beach County, a not-for-profit agency, for \$20,000, **(B)** Receive and file a grant from the Florida Department of Law Enforcement (FDLE) for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program: State Solicitation for the NOPE Task Force, Inc. (NOPE), a not-for-profit agency, for \$40,000, **(C)** Receive and file a grant from the Florida Department of Law Enforcement (FDLE) for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program: State Solicitation for the City of Pahokee for \$132,000, **(D)** Approve a contract with the YWCA for \$20,000 for the period of October 1, 2009 through September 30, 2010, for the provision of empowering girls and diverting them from the juvenile justice system, **(E)** Approve a contract with NOPE for \$40,000 for the period of October 1, 2009 through September 30, 2010, for the provision of substance abuse education to middle and high school students, **(F)** Approve an Interlocal Agreement with the City of Pahokee for \$132,000 for the period of October 1, 2009 through September 30, 2010, for the provision of violence reduction and employment skills, and **(G)** Approve a budget amendment of \$192,000 in the general fund to establish budget for the projects.

SUMMARY: The Criminal Justice Commission (CJC) is requesting the use of \$192,000 from the federal FY09 Edward Byrne Memorial Justice Assistance Grant (JAG). Crime prevention services as described below are being provided by the three above named providers. The grant applications were executed by the BCC on August 18, 2009 as resolutions: R2009-1321 (for the YWCA); R2009-1317 (for NOPE); and R2009-1314 (for the City of Pahokee). There is no match requirement for JAG funds. Countywide (DW)

BACKGROUND AND POLICY ISSUES: The YWCA, NOPE and the City of Pahokee were selected by the Criminal Justice Commission through a competitive process to provide intervention and prevention services. The YWCA will be providing their Y-Girls delinquency prevention program in three (3) high-risk communities. NOPE will provide 97 substance abuse prevention educational presentations to middle and high school youth. The City of Pahokee will operate Pahokee Fresh Start with the overarching goal of reducing violence. One component of Pahokee Fresh Start will target middle-school youth and the second young adults. The young adult services are employment skills with the goal of permanent employment and the middle school youth component is crime and violence prevention through character development, education and mentoring.

Attachments:

1. Grant award letter from FDLE for YWCA
2. Grant award letter from FDLE for NOPE
3. Grant award letter from FDLE for the City of Pahokee
4. 3 Original Contracts with YWCA
5. 3 Original Contracts with NOPE
6. 3 Original Interlocal Agreements with the City of Pahokee
7. Budget Amendment (General Fund 0001) 

RECOMMENDED BY:

DEPARTMENT DIRECTOR

(final)

DATE _____

APPROVED BY:

ASSISTANT COUNTY ADMINISTRATOR

DATE _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Year	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$192,000	_____	_____	_____	_____
External Revenues	<192,000>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	=====	=====	=====	=====
POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item In proposed Budget? Yes _____ No X

Budget Account No: Fund ____ Agency _ Org _____ Object _____

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

FDLE Funding of \$192,000 was not included in the adopted FY 2010 Budget.

C. Departmental Fiscal Review: ms 12/31/09

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:

No County match required.

MS 1/8/10
OFMB 1/7/10 SN 1/7/10 PM 1/6/10 AD 1-7-2010

Kevin L. Jacobowitz 1/8/10
Contract Development & Control

B. Legal Sufficiency:

*CJC office has been notified
of required insurance not
included in applicable attached
contracts.*

[Signature] 1/7/10
Assistant County Attorney



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

DEC - 7 2009

The Honorable Jeff Koons
Chairman
Palm Beach County Board of Commissioners
301 North Olive Avenue
West Palm Beach, FL 33401-4700

Re: Contract No. 2010-JAGC-PALM-8-4X-051

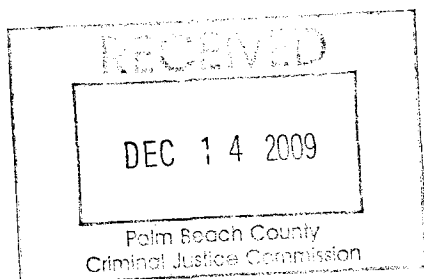
Dear Chairman Koons:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 20,000.00 for the project entitled, Y-GIRLS. These funds shall be utilized for the purpose of reducing crime and improving public safety.

A copy of the approved subgrant application with the referenced contract number 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. Changes were made to these conditions after your application was received in this office. Therefore, these Standard 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.

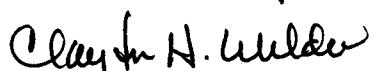


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The Honorable Jeff Koons
Page Two

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

Sincerely,


Clayton H. Wilder
Administrator

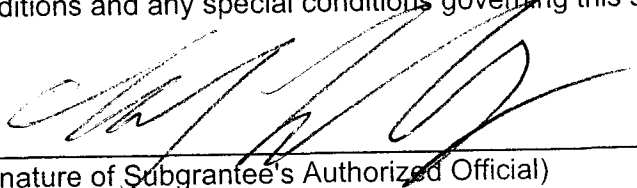
CHW/JP/jj

Enclosures

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

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2010-JAGC-PALM-8-4X-051, in the amount of \$ 20,000.00, for a project entitled, Y-GIRLS, for the period of 10/01/2009 through 09/30/2010, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.


(Signature of Subgrantee's Authorized Official)

MICHAEL L. RODRIGUEZ, EXECUTIVE DIRECTOR
(Typed Name and Title of Official)

PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION
(Name of Subgrantee)

12-15-09
(Date of Acceptance)

**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 Board of Commissioners

Date of Award: **12-4-09**

Grant Period: From: 10/01/2009 TO: 09/30/2010

Project Title: Y-GIRLS

Grant Number: 2010-JAGC-PALM-8-4X-051

Federal Funds: \$ 20,000.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 20,000.00

State Purpose Area: A : State/Local Initiatives - Coordinate/Organize Local Initiatives/State Initiatives

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, 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 P.L. 90-351, as amended, and P.L. 100-690.

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 Certificate of Acceptance of Subgrant Award is returned to the Department.

Clayton H. Wilder
Authorized Official
Clayton H. Wilder
Administrator

12-4-09
Date

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

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement**

Addendum To Standard Conditions

For Subgrant Recipients receiving Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds under Federal Grant No. 2009-DJ-BX-1077, the following additional conditions apply:

1. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

2. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

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 duty authorized officers on the date, month and year set out below.

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

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Clayton H. Wilder
Typed Name and Title: Clayton H. Wilder, Administrator
Date: 12-4-09

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: R2009, 1321
Signature: John F. Koons
Typed Name and Title: John F. Koons, Chairman
Date: AUG 18 2009

APPROVED TO FORM
AND LEGAL SUFFICIENCY

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: PBC Criminal Justice Commission
Signature: Michael L. Rodriguez
Typed Name and Title: Michael L. Rodriguez, Executive Director
Date: 08/12/09

Sharon R. Bock, Clerk & Comptroller
Palm Beach County
By Sharon R. Bock
Deputy Clerk
COUNTY COMMISSIONERS
PALM BEACH
FLORIDA

Application Ref # 2010-JAGC-1095

Contract -JAGC-PALM-

Section #6 Page 1 of 1



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

NOV 25 2009

The Honorable Jeff Koons
Chairman
Palm Beach County Board of Commissioners
301 North Olive Avenue
West Palm Beach, FL 33401-4700

Re: Contract No. 2010-JAGC-PALM-5-4X-083

Dear Chairman Koons:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 40,000.00 for the project entitled, NARCOTIC OVERDOSE PREVENTION AND EDUCATION (NOPE). These funds shall be utilized for the purpose of reducing crime and improving public safety.

A copy of the approved subgrant application with the referenced contract number 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. Changes were made to these conditions after your application was received in this office. Therefore, these Standard 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.

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The Honorable Jeff Koons
Page Two

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

Sincerely,


Clayton H. Wilder
Administrator

CHW/JP/jj

Enclosures

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

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 duty authorized officers on the date, month and year set out below.

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

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Clayton H. Wilder

Typed Name and Title: _____

Clayton H. Wilder, Administrator

Date: _____

11-25-09

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

R2009-1317

Typed Name of Subgrant Recipient: _____

Signature: _____

John F. Koons

Typed Name and Title: _____

John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Date: _____

AUG 18 2009

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: _____

PBC Criminal Justice Commission

Signature: _____

Michael L. Rodriguez

Typed Name and Title: _____

Michael L. Rodriguez, Executive Director

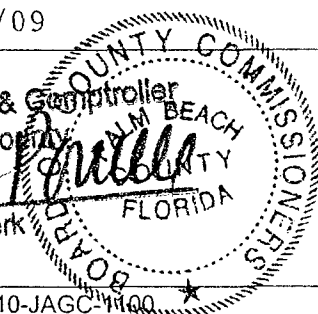
Date: _____

08/12/09

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

By _____

Deputy Clerk



Application Ref # 2010-JAGC-1100

Section #6 Page 1 of 1

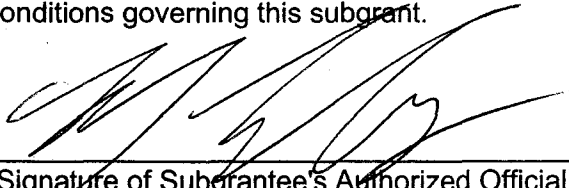
Contract -JAGC-PALM---

Rule Reference 11D-9.006 OCJG-005 (rev. April 2005)

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

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

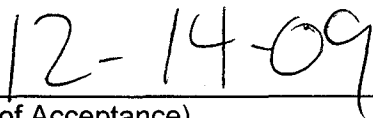
The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2010-JAGC-PALM-5-4X-083, in the amount of \$ 40,000.00, for a project entitled, NARCOTIC OVERDOSE PREVENTION AND EDUCATION (NOPE), for the period of 10/01/2009 through 09/30/2010, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.



(Signature of Subgrantee's Authorized Official)

MICHAEL L. RODRIGUEZ, EXECUTIVE DIRECTOR
(Typed Name and Title of Official)

PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION
(Name of Subgrantee)



(Date of Acceptance)

**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 Board of Commissioners

Date of Award: **11-25-09**

Grant Period: From: 10/01/2009 TO: 09/30/2010

Project Title: NARCOTIC OVERDOSE PREVENTION AND EDUCATION (NOPE)

Grant Number: 2010-JAGC-PALM-5-4X-083

Federal Funds: \$ 40,000.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 40,000.00

State Purpose Area: A : State/Local Initiatives - Coordinate/Organize Local Initiatives/State Initiatives

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, 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 P.L. 90-351, as amended, and P.L. 100-690.

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 Certificate of Acceptance of Subgrant Award is returned to the Department.

Clayton H. Wilder
Authorized Official
Clayton H. Wilder
Administrator

11-25-09
Date

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

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement**

Addendum To Standard Conditions

For Subgrant Recipients receiving Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds under Federal Grant No. 2009-DJ-BX-1077, the following additional conditions apply:

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The subgrant recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

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.

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State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____

Clayton H. Wilder

Typed Name and Title: _____

Clayton H. Wilder, Administrator

Date: _____

11-25-09

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

R2009-1317

Typed Name of Subgrant Recipient: _____

John F. Koons

Signature: _____

Typed Name and Title: _____

John F. Koons, Chairman

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Date: _____

AUG 18 2009

Implementing Agency
Official, Administrator or Designated Representative

Sharon R. Bock
County Attorney

Typed Name of Implementing Agency: _____

PBC Criminal Justice Commission

Signature: _____

Michael L. Rodriguez

Typed Name and Title: _____

Michael L. Rodriguez, Executive Director

Date: _____

08/12/09

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

Sharon R. Bock
Deputy Clerk
CLERK OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
FLORIDA

Application Ref # 2010-JAGC-11400

Section #6 Page 1 of 1

Contract -JAGC-PALM---

Rule Reference 11D-9.006 OCJG-005 (rev. April 2005)



Florida Department of
Law Enforcement

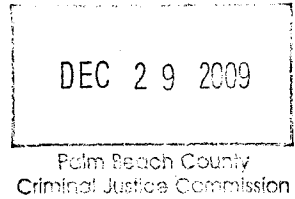
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Commissioner

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

DEC 16 2009

The Honorable Jeff Koons
Chairman
Palm Beach County Board of Commissioners
301 North Olive Avenue
West Palm Beach, FL 33401-4700



Re: Contract No. 2010-JAGC-PALM-1-4X-050

Dear Chairman Koons:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 132,000.00 for the project entitled, PAHOKEE FRESH START. These funds shall be utilized for the purpose of reducing crime and improving public safety.

A copy of the approved subgrant application with the referenced contract number 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. Changes were made to these conditions after your application was received in this office. Therefore, these Standard Conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

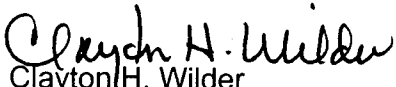
The enclosed Certification of Acceptance should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures.

Committed to
Service • Integrity • Respect • Quality

The Honorable Jeff Koons
Page Two

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

Sincerely,


Clayton H. Wilder
Administrator

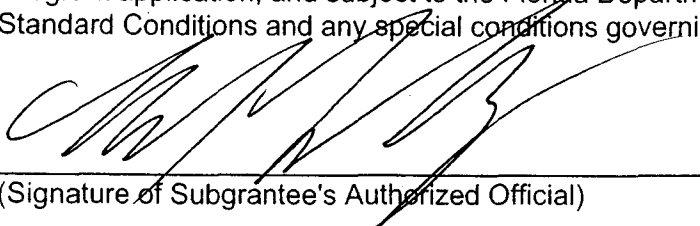
CHW/JP/jj

Enclosures

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

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2010-JAGC-PALM-1-4X-050, in the amount of \$ 132,000.00, for a project entitled, PAHOKEE FRESH START, for the period of 10/01/2009 through 09/30/2010, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.


(Signature of Subgrantee's Authorized Official)

MICHAEL L. RODRIGUEZ, EXECUTIVE DIRECTOR
(Typed Name and Title of Official)

PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION
(Name of Subgrantee)

12/23/2009
(Date of Acceptance)

**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 Board of Commissioners

Date of Award: 12-15-09

Grant Period: From: 10/01/2009 TO: 09/30/2010

Project Title: PAHOKEE FRESH START

Grant Number: 2010-JAGC-PALM-1-4X-050

Federal Funds: \$ 132,000.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 132,000.00

State Purpose Area: A : State/Local Initiatives - Coordinate/Organize Local Initiatives/State Initiatives

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, 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 P.L. 90-351, as amended, and P.L. 100-690.

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 Certificate of Acceptance of Subgrant Award is returned to the Department.

Clayton H. Wilder
Authorized Official
Clayton H. Wilder
Administrator

12-15-09
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**

SPECIAL CONDITION(S) / GENERAL COMMENT(S)

Grantee: Office of Criminal Justice Grants

Grant Number: 2010-JAGC-PALM-1-4X-050

Grant Title: PAHOKEE FRESH START

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

Ref# S12807: Prior to the drawdown of federal funds for printing any reports or publications the subgrantee must submit a copy of the item(s) to be published to the Office of Criminal Justice Grants. The items must include the following statements: "This project was supported by Award No. 2009-DJ-BX-1077 awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

Ref# S12810: Prior to the drawdown of federal funds for Training/development Services, the subgrantee must revise the budget narrative to reflect the costs for these services from each provider.

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement**

Addendum To Standard Conditions

For Subgrant Recipients receiving Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds under Federal Grant No. 2009-DJ-BX-1077, the following additional conditions apply:

1. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

2. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

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.

State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants

Signature: Clayton H. Wilder

Typed Name and Title: Clayton H. Wilder, Administrator

Date: _____

Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

Typed Name of Subgrant Recipient: John F. Koons

Signature: _____

Typed Name and Title: John F. Koons, Chairman

Date: AUG 18 2009

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: PBC Criminal Justice Commission

Signature: _____

Typed Name and Title: Michael L. Rodriguez, Executive Director

Date: 08/12/09

Sharon R. Bock, Clerk & Comptroller

Palm Beach County

By Sharon R. Bock

Deputy Clerk

Application Ref # 2010-JAGC-1098

Contract -JAGC-PALM---

Rule Reference 11D-9.006 OCJG-005 (rev. April 2005)

Section #6 Page 1 of 1

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

THIS CONTRACT is made as of the First day of October, 2009, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Young Women's Christian Association of Palm Beach County, FL, a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the SERVICE PROVIDER, whose Federal I.D. is 59-0751935.

In consideration of the mutual promises contained herein, the COUNTY and the SERVICE PROVIDER agree as follows:

ARTICLE 1 - SERVICES

The SERVICE PROVIDER'S responsibility under this Contract is to provide professional/consultation services in the area of DELINQUENCY PREVENTION, as more specifically set forth in the Scope of Work detailed in Exhibit A.

The COUNTY'S representative/liaison during the performance of this Contract shall be Brenda Oakes, telephone number (561) 355-1617.

The SERVICE PROVIDER'S representative/liaison during the performance of this Contract shall be Suzanne Turner, telephone number (561) 640-0050, Ext. 137.

ARTICLE 2 - SCHEDULE

The SERVICE PROVIDER shall commence services on October 1, 2009 and complete all services by September 30, 2010.

Reports and other items shall be delivered or completed in accordance with the detailed schedule outlined in Article 21.

ARTICLE 3 - PAYMENTS TO SERVICE PROVIDER

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of twenty thousand dollars (\$20,000.00). The SERVICE PROVIDER shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The SERVICE PROVIDER will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work, Exhibit A. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the SERVICE PROVIDER pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses are not permissible under this Contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the SERVICE PROVIDER will clearly state "final invoice" on the SERVICE PROVIDER'S final/last billing to the COUNTY. This shall constitute SERVICE PROVIDER'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the SERVICE PROVIDER.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the SERVICE PROVIDER shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the SERVICE PROVIDER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the SERVICE PROVIDER upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the SERVICE PROVIDER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the SERVICE PROVIDER. Unless the SERVICE PROVIDER is in breach of this Contract, the SERVICE PROVIDER shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the SERVICE PROVIDER shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The SERVICE PROVIDER represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the SERVICE PROVIDER or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the SERVICE PROVIDER'S key personnel, as may be listed in Exhibit A, Scope of Work, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The SERVICE PROVIDER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the SERVICE PROVIDER'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The SERVICE PROVIDER is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the SERVICE PROVIDER uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the SERVICE PROVIDER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The SERVICE PROVIDER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The SERVICE PROVIDER understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The SERVICE PROVIDER shall provide the COUNTY with a copy of the SERVICE PROVIDER's contract with any SBE subcontractor or any other related documentation upon request.

The SERVICE PROVIDER understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The SERVICE PROVIDER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The SERVICE PROVIDER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The SERVICE PROVIDER agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the SERVICE PROVIDER. The SERVICE PROVIDER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the SERVICE PROVIDER authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The SERVICE PROVIDER shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. SERVICE PROVIDER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. SERVICE PROVIDER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by SERVICE PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SERVICE PROVIDER under the Contract.
- B. **Commercial General Liability** SERVICE PROVIDER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. SERVICE PROVIDER shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** SERVICE PROVIDER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event SERVICE PROVIDER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing SERVICE PROVIDER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. SERVICE PROVIDER shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** SERVICE PROVIDER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. SERVICE PROVIDER shall provide this coverage on a primary basis.
- E. **Professional Liability** SERVICE PROVIDER shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR)

or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of SERVICE PROVIDER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, SERVICE PROVIDER shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, SERVICE PROVIDER shall purchase a SERP with a minimum reporting period not less than 3 years. SERVICE PROVIDER shall provide this coverage on a primary basis.

- E. **Additional Insured** SERVICE PROVIDER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." SERVICE PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** SERVICE PROVIDER hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then SERVICE PROVIDER shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should SERVICE PROVIDER enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, SERVICE PROVIDER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001

West Palm Beach, Florida 33401

- I. **Umbrella or Excess Liability** If necessary, SERVICE PROVIDER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of SERVICE PROVIDER.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the SERVICE PROVIDER each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the SERVICE PROVIDER shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the SERVICE PROVIDER.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law

or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The SERVICE PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The SERVICE PROVIDER further represents that no person having any such conflict of interest shall be employed for said performance of services.

The SERVICE PROVIDER shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the SERVICE PROVIDER'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the SERVICE PROVIDER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the SERVICE PROVIDER. The COUNTY agrees to notify the SERVICE PROVIDER of its opinion by certified mail within thirty (30) days of receipt of notification by the SERVICE PROVIDER. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SERVICE PROVIDER, the COUNTY shall so state in the notification and the SERVICE PROVIDER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the SERVICE PROVIDER under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The SERVICE PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the SERVICE PROVIDER or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the SERVICE PROVIDER'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the SERVICE PROVIDER'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The SERVICE PROVIDER shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The SERVICE PROVIDER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The SERVICE PROVIDER shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the SERVICE PROVIDER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The SERVICE PROVIDER is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the SERVICE PROVIDER'S sole direction, supervision, and control. The SERVICE PROVIDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the SERVICE PROVIDER'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The SERVICE PROVIDER does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20. FLORIDA DEPARTMENT OF LAW ENFORCEMENT, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

The SERVICE PROVIDER agrees to be bound by the requirements of the Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant Program (JAG) Standard and Special Recovery Act Conditions as outlined in the attachments (Exhibits C, D) and the attachments are incorporated by reference and made a part of this Interlocal Agreement.

ARTICLE 21. SERVICE PROVIDER'S PROGRAMMATIC REQUIREMENTS

The SERVICE PROVIDER agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor SERVICE PROVIDER to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The SERVICE PROVIDER shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the Criminal

Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- E. To support programmatic monitoring and evaluation, the SERVICE PROVIDER will complete and submit a "logic model form" that will identify the SERVICE PROVIDER'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the CONTRACT is in force. Training will be provided by the COUNTY and/or Criminal Justice Commission to help the SERVICE PROVIDER complete the "logic model form".
- F. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.
- G. Submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects the SERVICE PROVIDER'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.
- H. Submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.

Copies of the required COUNTY forms have been supplied to the PROVIDER as attachments to this Service Contract.

ARTICLE 22 - ACCESS AND AUDITS

The SERVICE PROVIDER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SERVICE PROVIDER'S place of business.

ARTICLE 23 – NONDISCRIMINATION

The SERVICE PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.

ARTICLE 24 - AUTHORITY TO PRACTICE

The SERVICE PROVIDER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 25 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 26- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the SERVICE PROVIDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 27 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the SERVICE PROVIDER of the COUNTY'S notification of a contemplated change, the SERVICE PROVIDER shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the SERVICE PROVIDER'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the SERVICE PROVIDER shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the SERVICE PROVIDER shall not commence work on any such change until such written amendment is signed by the SERVICE PROVIDER and approved and executed on behalf of Palm Beach County.

ARTICLE 28 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

With copy to:

ATTN: Dawn Wynn
Palm Beach County Attorney's Office
301 North Olive Avenue
West Palm Beach, Florida 33401

If sent to the SERVICE PROVIDER, notices shall be addressed to:

Eileen Daly, President
YWCA of Palm Beach County, FL
2200 N. Florida Mango Rd. 102
West Palm Beach, FL 33409

ARTICLE 29 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the SERVICE PROVIDER agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 30 - CRIMINAL HISTORY RECORDS CHECK

The SERVICE PROVIDER shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if SERVICE PROVIDER'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The SERVICE PROVIDER acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the SERVICE PROVIDER shall be

solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

The PROVIDER shall conduct a Criminal History Records Check including fingerprinting for all PROVIDER employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

ARTICLE 31. NOTICES

The PROVIDER, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the YWCA, Y-Girls and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS:

The SERVICE PROVIDER shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. SERVICE PROVIDER is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and SERVICE PROVIDER has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:

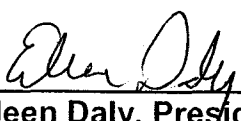
By: _____

Deputy Clerk

By: _____

~~John F. Koons, Chairperson~~
Burt Aaronson, Chair

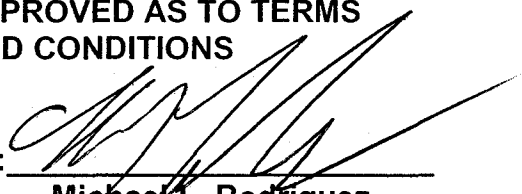
Young Women's Christian Association of Palm Beach County, FL,

By: 
Eileen Daly, President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Michael L. Rodriguez
Executive Director

SCOPE OF WORK

Scope of Work pertaining to the 2010 Interlocal Agreement between the YWCA of Palm Beach County, Florida and the Criminal Justice Commission of Palm Beach County.

Effective date: October 1, 2009

Objective

To empower girls to pursue and take charge of their lives, becoming accountable, responsible and productive citizens; thus not becoming a part of the juvenile justice system

Services

The YWCA will provide:

- Three Y-Girl programs will be established; two in the Glades
-
- A minimum of 45, 9-13 year old girls will be enrolled in the expanded program

Evaluation/Data Collection

The YWCA will fully cooperate with the CJC to develop an approved Logic Model which will be the establish mechanisms for providing detailed data for the purposes of evaluation of the program.

2009-2010 UNIFORM BUDGET

Full Name of Funder

Palm Beach County, Criminal Justice Commission

Funding Period:

From: October 1, 2009

To: September 30, 2010

Full Legal Name of Agency

The Young Women's Christian Association of Palm Beach County, FL

Local Address of Agency

2200 N Florida Mango Road, Suite 102
West Palm Beach FL 33409

Telephone Number

561-640-0050

Fax Number

561-640-9155

Prepared By

Signature

Typed Name and Title

Carolyn Williams-Smith - Chief Financial Officer

Date Submitted

September 3, 2009

Telephone Number

561-640-0050 ext 114

Authorized Signature

Signature

Title

Chief Executive Office

Typed Name

Date

Suzanne Turner

September 3, 2009

FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE
FOR: PALM BEACH COUNTY, CRIMINAL JUSTICE COMMISSION

Page 1 of 3

Agency: **The Young Women's Christian Associ**

Proposed Budget For Year Ending:

September 30, 2010

Program:

REVENUES	PBC Requested Amount	Balance Amount
1. Funds from Government Sources		
2. Dept. of Children & Families		
3. Palm Beach County (Specify)	20000.00	\$0
4. Children's Services Council		
5. Federal (Specify)		
6. School District		
7. Other - Foundations		\$28,234
8. United Way		
8a. United Way of Palm Bch Cty		
8b. United Way/Community Chest		
8c. Other United Way		
9. Foundation (Specify)		
10. Fund Raising		
11. Contributions, Legacies & Bequests		
12. Membership Dues		
13. Program Service Fees and Sales		
14. Investment Income		
15. In-Kind		
16. Miscellaneous Revenue		
17. Total Revenues	\$20,000	\$28,234

All Financial Information Rounded to Nearest Dollar

FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE

Page 2 of 3

Agency: **The Young Women's Christian Associ**

Proposed Budget For Year Ending:

September 30, 2010

EXPENDITURES	PBC Requested Amount	Balance Amount
18. Salaries	11880.00	17786.00
19. Employee Benefits		
a. FICA	909	1360
b. FL Unemployment	238	591
c. Workers' Compensation	196	293
d. Health Plan		
e. Retirement		
20. Sub-Total Employee Benefits	\$1,342	\$2,244
21. Sub-Total Salaries & Benefits	\$13,222	\$20,588
22. Travel		
a. Travel/Transportation	\$3,011	\$3,918
b. Conferences/Registration/Travel		
23. Sub-Total Travel	\$3,011	\$3,918
24. Building/Occupancy		
a. Rent		
b. Depreciation		
25. Sub-Total Building/Occupancy	\$0	\$0
26. Communications/Utilities		
a. Telephone		
b. Postage & Shipping		
c. Utilities (Power/Water/Gas)		
27. Sub-Total Communications/Utilities	\$0	\$0

All Financial Information Rounded to Nearest Dollar

FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE

Page 3 of 3

Agency: **The Young Women's Christian Associ**

Proposed Budget For Year Ending:

September 30, 2010

EXPENDITURES	PBC Requested Amount	Balance Amount
28. Printing & Supplies		
a. Office Supplies		
b. Program Supplies	\$450	\$250
c. Printing & Publications		
29. Sub-Total Printing & Supplies	\$450	\$250
30. Food Service	\$1,200	\$1,200
31. Other		
a. Professional Fees/Contractual/Legal	\$317	\$478
b. Insurance		
c. Building Maintenance		
d. Equipment Rental & Maintenance		
e. Specific Assistance to Individuals		
f. Membership Dues		
g. Training & Development		
h. Awards & Grants		
i. Payments to Affiliated Organizations		
j. Payments to Non Affiliated Organizations		
k. Field Trips		
32. Sub-Total Other	\$317	\$478
33. Equipment Purchase (capital items)		
34. Indirect/Administrative Costs	\$1,800	\$1,800
35. Total Expenditures	\$20,000	\$28,234
36. Total administrative cost of program		

All Financial Information Rounded to Nearest Dollar

FORM A-1 PERSONNEL BUDGET NARRATIVE

FOR FUNDER: Palm Beach County, Criminal Justice Commission

1 of 1

Agency:

Program:

Budget for Fiscal Year October 1, 2009 - September 30, 2010

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
<u>Personnel</u> Positions/Salaries	% of Time	Agency Salary	Dates From To		Number of Pay Periods	Salary Per Pay Period	Percentage of Total Salary	Amount	Total
Site Coordinators	100.00	11880.00	10/01/2009	09/30/2010	19.00	625.26	1.00	625.26	11879.94
Sub-Total Salaries		\$11,880						\$625	\$11,880

**FORM C-1: TOTAL AGENCY SALARIES BY POSITION
FOR: PALM BEACH COUNTY, CRIMINAL JUSTICE COMMISSION**

Agency: The Young Women's Christian Association of Palm Beach County, F For Year Ending September 30, 2010

Position Title		# of Positions	Total Salaries
1	Site Coordinator	2.00	11880.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
	TOTAL	2.00	

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of 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, as specified in item 17 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**
 - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program"
 - Office of Management and Budget (OMB) Circular A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - OMB Circular A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - OMB Circular A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - OMB Circular A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
 - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
2. **Allowable Costs**
 - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice 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."
 - b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

3. Reports

a. Project Performance Reports

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within 15 days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

- (2) Report Contents: Performance reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems.

b. Financial Reports

(1) Project Expenditure Reports

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

(e) Reports are to be submitted even when no reimbursement is being requested.

- (2) The Financial Closeout Documentation shall be submitted to the Department within forty-five (45) days of the subgrant termination date.
- (3) If applicable, the subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department within 31 days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

c. Other Reports

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall 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 shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. 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 reimbursement.

7. Advance Funding

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

10. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

12. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. 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 Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall 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 shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that 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 shall 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.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall 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 shall 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 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, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

- 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 report or written notification of audit exemption should be sent to the following address:

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

17. 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 shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

19. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall 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 shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

- (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
- (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall 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 shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.
- c. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall 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 Financial Guide and the Common Rule.
- b. 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 § 119, Fla. Stat., and

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

made or received by the subgrant recipient or its contractor in conjunction with this agreement.

- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

24. Retention of Records

The subgrant recipient shall 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.

25. Signature Authority

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, ADP Justification and the Privacy Certification forms. The Project Director has authority to submit requests for approval of specific travel, and Performance Reports, with the exception of the Financial and Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

26. 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.

27. Personnel Changes

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

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §

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5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

- b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
- c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
- d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- f. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 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).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses

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requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds.

- (1) New construction;
 - (2) Minor 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, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.
- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)." These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. 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 31 USC 1352. 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.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

Recipient understands and agrees that it cannot use any federal funds, 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 Office of Justice Programs.

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41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated

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glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

43. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

44. The Coastal Barrier Resources Act

The subgrant recipient 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.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of

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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 in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient 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.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <http://www.niem.gov/implementationguide.php>.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

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53. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

54. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

55. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

56. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

57. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

58. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

59. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

60. Equal Treatment for Faith Based Organizations

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the

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"Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009**

Special Recovery Act Conditions

1. Recovery Act

- a. All subgrant recipients must comply with Public Law 111-5, the American Recovery and Reinvestment Act of 2009 (This law is a federal public law).
- b. The subgrant recipient understands and agrees that all other terms and conditions contained in this award, or in applicable FDLE or Office of Justice Programs grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Subgrant recipients are responsible for contacting their grant managers for any needed clarifications.
- c. The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future FDLE or Office of Justice Programs (including government-wide) guidance and clarifications of Recovery Act requirements.

2. Access to Records; Interviews

The subgrant recipient understands and agrees that FDLE, the Department of Justice (including the Office of Justice Programs and the Office of the Inspector General)), and its representatives, and the Government Accountability Office, shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subgrant recipient, contractor, or subcontractor. See items 23 and 24 of the Standard Conditions.

The recipient also understands and agrees that FDLE, the Department of Justice, and the Government Accountability Office are authorized to interview any officer or employee of the subgrant recipient, contractor, or subcontractor regarding transactions related to this Recovery Act award.

3. One-time funding

The subgrant recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional Department of Justice funding.

4. Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The subgrant recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Department of Justice award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the subgrant recipient must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The subgrant recipient further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

<p style="text-align: center;">Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program American Recovery and Reinvestment Act of 2009</p>
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5. Central Contractor Registration and DUNS Number

The subgrant recipient must maintain a current registration in the Central Contractor Registration (www.ccr.gov) at all times during which it has any active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

6. Additional Audit Requirements - Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards

- a. The subgrant recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations" and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).
- b. The subgrant recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" cover the subgrant recipient. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SFSAC.

7. Reporting (Section 1512)

- a. In addition to the reporting requirements in item 3 of the Standard Conditions, subgrant recipients must provide any information necessary to comply with section 1512 of the Recovery Act, which requires detailed reporting by FDLE not later than ten calendar days after the end of each calendar quarter. **Receipt of funds will be contingent upon timely reporting.**
- b. The subgrant recipient must complete projects or activities which are funded under the Recovery Act and report on use of Recovery Act funds provided through this subgrant. Information from these reports will be made available to the public.

8. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Department of Justice, Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for Recovery Act funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. Potential fraud, waste, abuse, or misconduct should be reported to the Office of the Inspector General by –

mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

**Florida Department of Law Enforcement
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e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the Department of Justice Office of the Inspector General website at www.usdoj.gov/oig.

9. Protecting State and Local Government and Contractor Whistleblowers (Section 1553)

The subgrant recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

10. Limit on Funds (Section 1604)

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

11. Infrastructure Investment (Sections 1511 and 1602)

The subgrant recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the subgrant recipient decide to use funds for infrastructure investment subsequent to award, the subgrant recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from the Office of Justice Programs. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at www.ojp.usdoj.gov/recovery.

12. Buy American (Section 1605)

- a. The subgrant recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the Office of Justice Programs program office for approval. All projects must comply with government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.
- b. Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

<p style="text-align: center;">Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program American Recovery and Reinvestment Act of 2009</p>

13. Wage Rate Requirements (Section 1606)

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

14. NEPA and Related Laws

The subgrant recipient understands that all Office of Justice Programs awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subgrant recipient agrees to assist the Office of Justice Programs in carrying out its responsibilities under NEPA and related laws, if the subgrant recipient plans to use Recovery Act funds to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The subgrant recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. See item 36 of the Standard Conditions.

15. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

THIS CONTRACT is made as of the First day of October, 2009, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and NOPE Task Force, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the SERVICE PROVIDER, whose Federal I.D. is 20-1289080.

In consideration of the mutual promises contained herein, the COUNTY and the SERVICE PROVIDER agree as follows:

ARTICLE 1 - SERVICES

The SERVICE PROVIDER'S responsibility under this Contract is to provide professional/consultation services in the area of DRUG EDUCATION, as more specifically set forth in the Scope of Work detailed in Exhibit A.

The COUNTY'S representative/liaison during the performance of this Contract shall be Brenda Oakes, telephone number (561) 355-1617.

The SERVICE PROVIDER'S representative/liaison during the performance of this Contract shall be Karen Perry, telephone number (561) 478-1055 x 1.

ARTICLE 2 - SCHEDULE

The SERVICE PROVIDER shall commence services on October 1, 2009 and complete all services by September 30, 2010.

Reports and other items shall be delivered or completed in accordance with the detailed schedule outlined in Article 21.

ARTICLE 3 - PAYMENTS TO SERVICE PROVIDER

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of forty thousand dollars (\$40,000.00). The SERVICE PROVIDER shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The SERVICE PROVIDER will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work, Exhibit A. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. Invoices received from the SERVICE PROVIDER pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. "Out-of-pocket" expenses are not permissible under this Contract.
- D. Final Invoice: In order for both parties herein to close their books and records, the SERVICE PROVIDER will clearly state "final invoice" on the SERVICE PROVIDER'S final/last billing to the COUNTY. This shall constitute SERVICE PROVIDER'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the SERVICE PROVIDER.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the SERVICE PROVIDER shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the SERVICE PROVIDER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the SERVICE PROVIDER upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the SERVICE PROVIDER. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the SERVICE PROVIDER. Unless the SERVICE PROVIDER is in breach of this Contract, the SERVICE PROVIDER shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the SERVICE PROVIDER shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The SERVICE PROVIDER represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the SERVICE PROVIDER or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the SERVICE PROVIDER'S key personnel, as may be listed in Exhibit A, Scope of Work, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.

The SERVICE PROVIDER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the SERVICE PROVIDER'S personnel (and all Subcontractors) while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The SERVICE PROVIDER is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the SERVICE PROVIDER uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the SERVICE PROVIDER shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The SERVICE PROVIDER agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The SERVICE PROVIDER understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The SERVICE PROVIDER shall provide the COUNTY with a copy of the SERVICE PROVIDER's contract with any SBE subcontractor or any other related documentation upon request.

The SERVICE PROVIDER understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The SERVICE PROVIDER will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The SERVICE PROVIDER shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The SERVICE PROVIDER agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the SERVICE PROVIDER. The SERVICE PROVIDER shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the SERVICE PROVIDER authorized to use the COUNTY'S Tax Exemption

Number in securing such materials.

The SERVICE PROVIDER shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

- A. SERVICE PROVIDER shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. SERVICE PROVIDER shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by SERVICE PROVIDER are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SERVICE PROVIDER under the Contract.
- B. **Commercial General Liability** SERVICE PROVIDER shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. SERVICE PROVIDER shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** SERVICE PROVIDER shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned and hired automobiles. In the event SERVICE PROVIDER doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing SERVICE PROVIDER to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. SERVICE PROVIDER shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** SERVICE PROVIDER shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. SERVICE PROVIDER shall provide this coverage on a primary basis.
- E. **Professional Liability** SERVICE PROVIDER shall maintain Professional

Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of SERVICE PROVIDER'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, SERVICE PROVIDER shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, SERVICE PROVIDER shall purchase a SERP with a minimum reporting period not less than 3 years. SERVICE PROVIDER shall provide this coverage on a primary basis.

- E. **Additional Insured** SERVICE PROVIDER shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." SERVICE PROVIDER shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** SERVICE PROVIDER hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then SERVICE PROVIDER shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should SERVICE PROVIDER enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, SERVICE PROVIDER shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

c/o Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

- I. **Umbrella or Excess Liability** If necessary, SERVICE PROVIDER may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 11 - INDEMNIFICATION

SERVICE PROVIDER shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of SERVICE PROVIDER.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the SERVICE PROVIDER each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the SERVICE PROVIDER shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the SERVICE PROVIDER.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The SERVICE PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The SERVICE PROVIDER further represents that no person having any such conflict of interest shall be employed for said performance of services.

The SERVICE PROVIDER shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the SERVICE PROVIDER'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the SERVICE PROVIDER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the SERVICE PROVIDER. The COUNTY agrees to notify the SERVICE PROVIDER of its opinion by certified mail within thirty (30) days of receipt of notification by the SERVICE PROVIDER. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the SERVICE PROVIDER, the COUNTY shall so state in the notification and the SERVICE PROVIDER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the SERVICE PROVIDER under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The SERVICE PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the SERVICE PROVIDER or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the SERVICE PROVIDER'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the SERVICE PROVIDER'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The SERVICE PROVIDER shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The SERVICE PROVIDER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The SERVICE PROVIDER shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the SERVICE PROVIDER and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The SERVICE PROVIDER is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the SERVICE PROVIDER'S sole direction, supervision, and control. The SERVICE PROVIDER shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the

SERVICE PROVIDER'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The SERVICE PROVIDER does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The SERVICE PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SERVICE PROVIDER to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift , or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20. FLORIDA DEPARTMENT OF LAW ENFORCEMENT, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

The SERVICE PROVIDER agrees to be bound by the requirements of the Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant Program (JAG) Standard and Special Recovery Act Conditions as outlined in the attachments (Exhibits C, D) and the attachments are incorporated by reference and made a part of this Interlocal Agreement.

ARTICLE 21. SERVICE PROVIDER'S PROGRAMMATIC REQUIREMENTS

The SERVICE PROVIDER agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor SERVICE PROVIDER to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly.

Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The SERVICE PROVIDER shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- E. To support programmatic monitoring and evaluation, the SERVICE PROVIDER will complete and submit a "logic model form" that will identify the SERVICE PROVIDER'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the CONTRACT is in force. Training will be provided by the COUNTY and/or Criminal Justice Commission to help the SERVICE PROVIDER complete the "logic model form".
- F. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.
- G. Submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days from the end of each calendar month (i.e. January 5, for the month of December) that reflects the SERVICE PROVIDER'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.
- H. Submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff. All required data will be submitted to COUNTY staff in MS Word or MS Excel format.

Copies of the required COUNTY forms have been supplied to the SERVICE PROVIDER as attachments to this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The SERVICE PROVIDER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the SERVICE PROVIDER'S place of business.

ARTICLE 23 – NONDISCRIMINATION

The SERVICE PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.

ARTICLE 24 - AUTHORITY TO PRACTICE

The SERVICE PROVIDER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 25 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 26- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the SERVICE PROVIDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 27 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the SERVICE

PROVIDER of the COUNTY'S notification of a contemplated change, the SERVICE PROVIDER shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the SERVICE PROVIDER'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the SERVICE PROVIDER shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the SERVICE PROVIDER shall not commence work on any such change until such written amendment is signed by the SERVICE PROVIDER and approved and executed on behalf of Palm Beach County.

ARTICLE 28 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

With copy to:

ATTN: Dawn Wynn
Palm Beach County Attorney's Office
301 North Olive Avenue
West Palm Beach, Florida 33401

If sent to the SERVICE PROVIDER, notices shall be addressed to:

Karen H. Perry
3233 Commerce Place Suite A
West Palm Beach, FL 33407

ARTICLE 29 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the SERVICE PROVIDER agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 30 - CRIMINAL HISTORY RECORDS CHECK

The SERVICE PROVIDER shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if SERVICE PROVIDER'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The SERVICE PROVIDER acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the SERVICE PROVIDER shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

The PROVIDER shall conduct a Criminal History Records Check including fingerprinting for all PROVIDER employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

ARTICLE 31. NOTICES

The PROVIDER, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the NOPE Task Force, Inc. and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS:

The SERVICE PROVIDER shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. SERVICE PROVIDER is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and SERVICE PROVIDER has hereunto set its hand the day and year above written.


ATTEST:
Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:**

By: _____
Deputy Clerk

By: _____
~~John F. Koons, Chairperson~~
Burt Aaronson, Chair

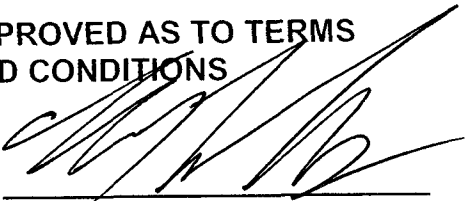
NOPE TASK FORCE, INC.

By:  _____
Karen Perry
Executive Director

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By:  _____
Michael L. Rodriguez
Executive Director

SCOPE OF WORK

Scope of Work pertaining to the 2010 Contract between the NOPE Task Force and the Criminal Justice Commission of Palm Beach County.

Effective date: October 1, 2009

Objective

Reduce the number of middle and high school students who experiment with drugs through education

Services

NOPE Task Force will provide:

- 65 student presentations with an average of 360 students attending each presentation totaling 23,400 students
- 15 parent presentations averaging 60 parents per presentation totaling 900 parents
- 5 university presentations averaging 85 students attending each presentation totaling 425 students
- Bi-monthly presentations to Delinquency Youth Drug Court and Youth Probation averaging 20 youth per presentation totaling 120 youth

Evaluation/Data Collection

NOPE Task Force will fully cooperate with the CJC to develop an approved Logic Model which will be the established mechanisms for providing detailed data for the purposes of evaluation of the program.

FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE
FOR: PALM BEACH COUNTY, CRIMINAL JUSTICE COMMISSION

Page 1 of 3

Agency: **NOPE Task Force**
 Program: **NOPE in Palm Beach County**

Proposed Budget For Year Ending:

September 30, 2010

REVENUES	PBC Requested Amount	Balance Amount
1. Funds from Government Sources	40,000	0
2. Dept. of Children & Families		
3. Palm Beach County (Specify)	10000.00	
4. Children's Services Council		\$0
5. Federal (Specify)		\$0
6. School District		\$0
7. Other (Specify)		
8. United Way		\$0
8a. United Way of Palm Beh Cty		
8b. United Way/Community Chest		
8c. Other United Way		
9. Foundation (Specify)		\$0
10. Fund Raising	261755.00	
11. Contributions,Legacies & Bequests	0.00	
12. Membership Dues	0.00	
13. Program Service Fees and Sales	0.00	
14. Investment Income	0.00	
15. In-Kind	151760.00	
16. Miscellaneous Revenue	0.00	
17.Total Revenues	\$463,515	\$0

All Financial Information Rounded to Nearest Dollar

FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE

Exhibit B

Agency: **NOPE Task Force**

Proposed Budget For Year Ending:

September 30, 2010

EXPENDITURES	PBC Requested Amount	Balance Amount
18. Salaries	35000.00	88400.00
19. Employee Benefits	2276.00	
a. FICA		
b. FL Unemployment		
c. Workers' Compensation		
d. Health Plan		
e. Retirement		
20. Sub-Total Employee Benefits	\$2,276	\$0
21. Sub-Total Salaries & Benefits	\$37,276	\$88,400
22. Travel		\$8,800
a. Travel/Transportation		8,000
b. Conferences/Registration/Travel		
23. Sub-Total Travel	\$0	\$16,800
24. Building/Occupancy		\$30,910
a. Rent		
b. Depreciation		
25. Sub-Total Building/Occupancy	\$0	\$30,910
26. Communications/Utilities		\$4,500
a. Telephone		\$8,400
b. Postage & Shipping - for annual Candelight Vigil	\$1,000	\$3,000
c. Utilities (Power/Water/Gas)		
27. Sub-Total Communications/Utilities	\$1,000	\$15,900

All Financial Information Rounded to Nearest Dollar

FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE

Exhibit B

Agency: **NOPE Task Force**

Proposed Budget For Year Ending: **September 30, 2010**

EXPENDITURES	PBC Requested Amount	Balance Amount
28. Printing & Supplies		
a. Office Supplies - paper, pens, ink cartridges, tape, staples, file folders and other related office supply items	\$1,724	\$12,118
b. Program Supplies		\$99,245
c. Printing & Publications		\$60,000
29. Sub-Total Printing & Supplies	\$1,724	\$171,363
30. Food Service		
31. Other		
a. Professional Fees/Contractual/Legal		\$21,000
b. Insurance		\$3,500
c. Building Maintenance		
d. Equipment Rental & Maintenance		\$5,400
e. Specific Assistance to Individuals		\$35,000
f. Membership Dues		\$10,000
g. Training & Development		
h. Awards & Grants		
i. Payments to Affiliated Organizations		
j. Payments to Non Affiliated Organizations		
k. Miscellaneous		\$15,000
32. Sub-Total Other	\$0	\$89,900
33. Equipment Purchase (capital items)		\$6,000
34. Indirect/Administrative Costs		
35. Total Expenditures	\$40,000	\$419,273
36. Total administrative cost of program		

All Financial Information Rounded to Nearest Dollar

Ex B

_____ of _____

Budget for Fiscal Year October 1, 2009 - September 30, 2010

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
<u>Personnel</u> Positions/Salaries	% of Time	Agency Salary	Dates From To		Number of Pay Periods	Salary Per Pay Period	Percentage of Total Salary	Amount	Total
Program Coordinator	85.00	35000.00	40087.00	40451.00	26.00	1346.15	85.00	29750.00	
Sub-Total Salaries		\$35,000						\$29,750	\$0

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Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of 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, as specified in item 17 of this section.

1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:
 - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program"
 - Office of Management and Budget (OMB) Circular A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - OMB Circular A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - OMB Circular A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - OMB Circular A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
 - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
2. Allowable Costs
 - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice 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."
 - b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

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3. Reports

a. Project Performance Reports

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within 15 days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

- (2) Report Contents: Performance reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems.

b. Financial Reports

(1) Project Expenditure Reports

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (e) Reports are to be submitted even when no reimbursement is being requested.
- (2) The Financial Closeout Documentation shall be submitted to the Department within forty-five (45) days of the subgrant termination date.
- (3) If applicable, the subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department within 31 days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue

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submitting quarterly PGI reports until all funds are expended. (See Item 10. Program Income.)

c. **Other Reports**

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall 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 shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. 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 reimbursement.

7. Advance Funding

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

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10. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

12. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property notwithstanding expiration of this agreement.

13. 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 Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and

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- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall 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 shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that 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 shall 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.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall 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 shall 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 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, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

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- 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 report or written notification of audit exemption should be sent to the following address:

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

17. 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 shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

19. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall 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 shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:

- (1) Supplies or services to be furnished by the consultant were obtainable from other sources,

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- (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources; and
- (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall 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 shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall 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 Financial Guide and the Common Rule.
- b. 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 § 119, Fla. Stat., and

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made or received by the subgrant recipient or its contractor in conjunction with this agreement.

- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

24. Retention of Records

The subgrant recipient shall 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.

25. Signature Authority

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, ADP Justification and the Privacy Certification forms. The Project Director has authority to submit requests for approval of specific travel, and Performance Reports, with the exception of the Financial and Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

26. 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.

27. Personnel Changes

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

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline, and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting

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for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §

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5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

- b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
- c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
- d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- f. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 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).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses

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requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds.

- (1) New construction;
 - (2) Minor 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, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.
- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)." These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
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- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more
- b. 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 31 USC 1352. 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.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract

40. Additional Restrictions on Lobbying

Recipient understands and agrees that it cannot use any federal funds, 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 Office of Justice Programs.

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41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated

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glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

43. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

44. The Coastal Barrier Resources Act

The subgrant recipient 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.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of

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Florida Department of Law Enforcement

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 in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient 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.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Grantee agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit <http://www.niem.gov/implementationguide.php>.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

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53. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

54. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.

55. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

56. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

57. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

58. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

59. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

60. Equal Treatment for Faith Based Organizations

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the

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"Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

61. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully funded by the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009**

Special Recovery Act Conditions

1. Recovery Act

- a. All subgrant recipients must comply with Public Law 111-5, the American Recovery and Reinvestment Act of 2009 (This law is a federal public law).
- b. The subgrant recipient understands and agrees that all other terms and conditions contained in this award, or in applicable FDLE or Office of Justice Programs grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Subgrant recipients are responsible for contacting their grant managers for any needed clarifications.
- c. The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future FDLE or Office of Justice Programs (including government-wide) guidance and clarifications of Recovery Act requirements.

2. Access to Records; Interviews

The subgrant recipient understands and agrees that FDLE, the Department of Justice (including the Office of Justice Programs and the Office of the Inspector General)), and its representatives, and the Government Accountability Office, shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subgrant recipient, contractor, or subcontractor. See items 23 and 24 of the Standard Conditions.

The recipient also understands and agrees that FDLE, the Department of Justice, and the Government Accountability Office are authorized to interview any officer or employee of the subgrant recipient, contractor, or subcontractor regarding transactions related to this Recovery Act award.

3. One-time funding

The subgrant recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional Department of Justice funding.

4. Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The subgrant recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Department of Justice award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the subgrant recipient must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The subgrant recipient further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

<p style="text-align: center;">Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program American Recovery and Reinvestment Act of 2009</p>

5. Central Contractor Registration and DUNS Number

The subgrant recipient must maintain a current registration in the Central Contractor Registration (www.ccr.gov) at all times during which it has any active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

6. Additional Audit Requirements - Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards

- a. The subgrant recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations" and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).
- b. The subgrant recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" cover the subgrant recipient. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

7. Reporting (Section 1512)

- a. In addition to the reporting requirements in item 3 of the Standard Conditions, subgrant recipients must provide any information necessary to comply with section 1512 of the Recovery Act, which requires detailed reporting by FDLE not later than ten calendar days after the end of each calendar quarter. **Receipt of funds will be contingent upon timely reporting.**
- b. The subgrant recipient must complete projects or activities which are funded under the Recovery Act and report on use of Recovery Act funds provided through this subgrant. Information from these reports will be made available to the public.

8. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Department of Justice, Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for Recovery Act funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. Potential fraud, waste, abuse, or misconduct should be reported to the Office of the Inspector General by –

mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009**

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the Department of Justice Office of the Inspector General website at www.usdoj.gov/oig.

9. Protecting State and Local Government and Contractor Whistleblowers (Section 1553)

The subgrant recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

10. Limit on Funds (Section 1604)

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

11. Infrastructure Investment (Sections 1511 and 1602)

The subgrant recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the subgrant recipient decide to use funds for infrastructure investment subsequent to award, the subgrant recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from the Office of Justice Programs. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at www.ojp.usdoj.gov/recovery.

12. Buy American (Section 1605)

- a. The subgrant recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the Office of Justice Programs program office for approval. All projects must comply with government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.
- b. Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

<p style="text-align: center;">Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Program American Recovery and Reinvestment Act of 2009</p>

13. Wage Rate Requirements (Section 1606)

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

14. NEPA and Related Laws

The subgrant recipient understands that all Office of Justice Programs awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subgrant recipient agrees to assist the Office of Justice Programs in carrying out its responsibilities under NEPA and related laws, if the subgrant recipient plans to use Recovery Act funds to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The subgrant recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. See item 36 of the Standard Conditions.

15. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

**INTERLOCAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FLORIDA, AND
THE CITY OF PAHOKEE, FLORIDA**

THIS INTERLOCAL AGREEMENT is made the first day of October, 2009 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the COUNTY), and the City of Pahokee, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01 of the Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

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

WHEREAS, The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners (BCC), continues to develop a full continuum of services to reduce youth violence and reduce violent firearms crimes; and

WHEREAS, the CITY has presented a proposal to initiate a program in accordance with the evidence-based best practices; and

WHEREAS, the COUNTY, will reimburse the CITY for the expenses outlined in the Budget Narrative in Exhibit B, up to the amount of \$132,000 from October 1, 2009 through September 30, 2010 for the Fresh Start Prevention Program set forth in Exhibit A. A copy of the budget is attached as Exhibit B and by this reference incorporated herein; and

WHEREAS the CITY will provide services and expenditures in the targeted areas as set forth in Exhibits A and B and will fully cooperate with the requirements of the Edward Byrne Memorial Justice Assistance Grant Program (JAG) Standard and Special Recovery Act Conditions.

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. PURPOSE and PAYMENT

The CITY agrees that it shall implement a Fresh Start Prevention Program in partnership with the COUNTY and adhering to the Scope of Work proposed by the CJC and outlined in Exhibit A. The COUNTY agrees to reimburse the CITY for the expenses identified in Exhibit B for the Program in a total amount not to exceed \$132,000.

The COUNTY'S Executive Director of the Criminal Justice Commission may authorize adjustments in the inclusive budgeted items of up to 10% provided there is not an increase in the total Agreement amount.

The COUNTY'S representative shall review in advance all capital, event, and trip expenses in excess of \$500.00. All events/trips must have their own budgets. All equipment and capital items costing more than \$300.00 shall be inventoried and marked. A list of all such items shall be provided to the COUNTY'S representative within twenty (20) days of receipt and prior to payment by the COUNTY. In the event of termination of the Program by either party under this or subsequent contracts, the items purchased hereunder shall be immediately transferred to the COUNTY.

All subcontracts for services herewith, shall require prior review and written authorization by the COUNTY'S representative.

SECTION 2. REPRESENTATIVE/MONITORING POSITION

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Brenda Oakes, whose telephone number is (561) 355-1617.

The CITY'S representative/contract monitor during the term of this Agreement shall be Herbert Crawford whose telephone number is (561) 924-2972.

SECTION 3. EFFECTIVE DATE/TERMINATION

This Agreement shall take effect on October 1, 2009 and shall continue in full force and effect up to and including September 30, 2010 unless otherwise terminated as provided herein.

SECTION 4. RESPONSIBILITIES AND DUTIES

The CITY agrees to: provide services and sustain said services in accordance with the Scope of Work delineated in Exhibit A.

SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT

The CITY shall submit monthly programmatic reports and monthly financial invoices (Exhibit E) to the COUNTY which will include a reference to this Agreement, identify the program and identify the amount due and payable to the CITY, as well as confirmation of the CITY's expenditures for the Program. Upon receipt and approval of the CITY's monthly programmatic and fiscal invoices, included as part of Exhibits A and B, the COUNTY will reimburse the CITY the not-to-exceed amount in accordance with the budget (Exhibit B). Invoices shall be itemized in sufficient detail for prepayment audit thereof. The CITY shall supply any further documentation deemed necessary by the

COUNTY, including detailed data for the purposes of evaluation of the program. Invoices received from the CITY will be reviewed and approved by the staff of the COUNTY'S CJC, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval.

SECTION 6. ACCESS AND AUDITS

The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of the Program. The COUNTY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

SECTION 7. BREACH/OPPORTUNITY TO CURE

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

SECTION 8. TERMINATION

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party.

SECTION 9. ATTORNEY'S FEES

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties; however, this clause pertains only to the parties to this Agreement.

SECTION 10. NOTICE AND CONTACT

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below.

For the COUNTY:

Michael L. Rodriguez
Executive Director
Criminal Justice Commission
301 N. Olive Ave., Suite 1001
West Palm Beach, Florida 33401

With a copy to:

Dawn Wynn, Assistant County Attorney
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401

For the CITY: Wayne Whitaker, Mayor
City of Pahokee
171 North Lake Ave.
Pahokee, FL 33476

SECTION 11. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and CITY.

SECTION 12. FILING

A copy of this Agreement shall be filed with the Clerk and Comptroller in and for Palm Beach County.

SECTION 13. LIABILITY

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

SECTION 14. REMEDIES

This Agreement shall be construed by and be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 15. EQUAL OPPORTUNITY PROVISION

The COUNTY and the CITY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation or gender identity or expression, be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 16. INSURANCE BY CITY OF PAHOKEE

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., CITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event CITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., CITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The CITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, CITY shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the CITY of its liability and obligations under this Interlocal Agreement.

SECTION 17. NOTICES

The CITY, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the Program and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

SECTION 18. CRIMINAL HISTORY RECORDS CHECK

The CITY shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if the CITY'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CITY acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although the COUNTY may agree to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

The CITY shall conduct a Criminal History Records Check including fingerprinting for all CITY employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

SECTION 19. REGULATIONS; LICENSING REQUIREMENTS

The CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The CITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

SECTION 20. FLORIDA DEPARTMENT OF LAW ENFORCEMENT, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM (JAG)

The CITY agrees to be bound by the requirements of the Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant Program (JAG) Standard and Special Recovery Act Conditions as outlined in the attachments (Attachments C, D) and the attachments are incorporated by reference and made a part of this Interlocal Agreement.

SECTION 21. CITY'S PROGRAMMATIC REQUIREMENTS

The CITY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Interlocal Agreement in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY through the CJC to both fiscally and programmatically monitor CITY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The CJC staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the CJC shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E. To support programmatic monitoring and evaluation, the CITY will complete and submit a "logic model form" that will identify the CITY'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the CJC. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the Agreement is in effect. Training will be provided by the COUNTY and/or CJC to help the CITY complete the "logic model form".
- F. Reimburse funds to COUNTY that are deemed misused or misspent.

- G. Submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects the CITY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff.
- H. Submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by COUNTY staff. CITY that does not provide services to clients directly or indirectly are exempt from this reporting requirement.

Copies of the required COUNTY forms have been supplied to the CITY as attachments to this Interlocal Agreement.

SECTION 22. CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

SECTION 23. SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision herein shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 24. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Interlocal Agreement on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

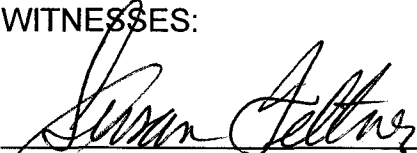
Sharon R. Bock, Clerk and Comptroller

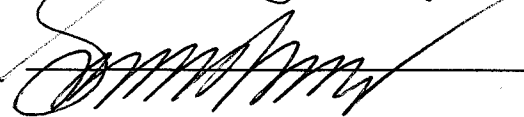
By: _____
Deputy Clerk

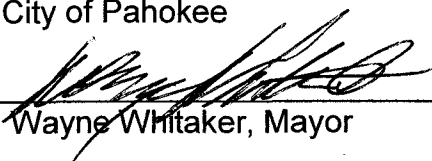
By: _____
~~John F. Koons, Chairperson~~
Burt Aaronson, Chair

(SEAL)

WITNESSES:





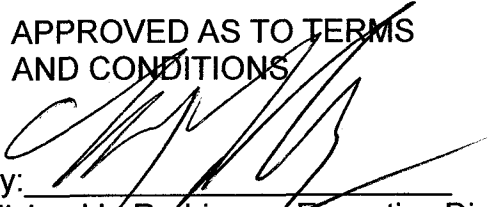
City of Pahokee


Wayne Whitaker, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS


By: _____
Michael L. Rodriguez, Executive Director
Criminal Justice Commission

SCOPE OF WORK

Scope of Work pertaining to the 2010 Interlocal Agreement between the City of Pahokee and the Criminal Justice Commission (CJC) of Palm Beach County.

Effective date: October 1, 2009

Objective

Fresh Start Prevention Program- Reduce the incidence of violence through the provision of community resources and social venues for young people.

Services

The City of Pahokee will:

- Provide 50 middle school students with anti-violence related activities and curriculum including recreation for the entire 12 month period of the Agreement
- Serve 60 young adults who are out-of-school and seeking to continue their education or for those who are seeking employment, assist with job readiness skills and job seeking

Evaluation/Data Collection

The City of Pahokee will fully cooperate with the CJC to develop an approved Logic Model which will be the established mechanisms for providing detailed data for the purposes of evaluation of the program.

Condition of Award

The City of Pahokee will, as a condition of award, subcontract with the YWCA of PBC for a Y-SAV program to be offered to the youth enrolled in the Fresh Start Prevention Program.

2009-2010 UNIFORM BUDGET

Full Name of Funder
Palm Beach County, Criminal Justice Commission

Funding Period:
From: <u>October 1, 2009</u> To: <u>September 30, 2010</u>

Full Legal Name of Agency	Local Address of Agency
City of Pahokee	171 North Lake Avenue Pahokee, FL. 33476
Telephone Number	Fax Number
561-996-0100	561-924-7301

Prepared By	
Signature	Typed Name and Title
	Herbert Crawford, Director of Parks & Recreation
Date Submitted	Telephone Number
<u>July 21, 2009</u>	<u>561-924-5535</u>

Authorized Signature	
Signature	Title
	City Manager
Typed Name	Date
Matthew Brock	July 21, 2009

FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE
FOR: PALM BEACH COUNTY, CRIMINAL JUSTICE COMMISSION

Agency: City of Pahokee
Program: Youth Empowerment Center

Proposed Budget For Year Ending: September 30, 2010

REVENUES	PBC Requested Amount	Balance Amount
1. Funds from Government Sources		
2. Dept. of Children & Families		
3. Palm Beach County (Specify) Criminal Justice Commission	132,000	
4. Children's Services Council		
5. Federal (Specify)		
6. School District		
7. Other (Specify)		
8. United Way		
8a. United Way of Palm Bch Cty		
8b. United Way/Community Chest		
8c. Other United Way		
9. Foundation (Specify)		
10. Fund Raising		
11. Contributions,Legacies & Bequests		
12. Membership Dues		
13. Program Service Fees and Sales		
14. Investment Income		
15. In-Kind (City of Pahokee)		\$60,200
16. Miscellaneous Revenue		
17.Total Revenues	\$132,000	\$60,200

All Financial Information Rounded to Nearest Dollar

FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE

Exhibit B

Page 2 of 4

Agency: City of Pahokee

Proposed Budget For Year Ending:

September 30, 2010

EXPENDITURES	PBC Requested Amount	Balance Amount
18. Salaries - <i>Coordinator & Outreach Specialist</i>	\$53,000	
19. Employee Benefits		
a. FICA	\$4,054	
b. FL Unemployment	\$0	
c. Workers' Compensation	\$339	
d. Health Plan	\$7,522	
e. Retirement	\$4,240	
20. Sub-Total Employee Benefits	\$16,155	\$0
21. Sub-Total Salaries & Benefits	\$69,155	\$0
22. Travel (Requires prior approval by FDLE) Travel/Transportation/Fuel (.55 per mile - Travel will be to community events, service learning projects, other events that involve middle-school youth such as youth summits, gang summits, criminal justice a. academies, educational events and youth empowerment sponsored events.) b. Conferences/Registration/Travel	\$7,500 1,500	
23. Sub-Total Travel	\$9,000	\$0
24. Building/Occupancy		
a. Office Space (3000 ft. dedicated @ \$3.00 per sq ft.)		\$9,000
b. 20,000 shared @ 1.50 per sq. ft.		\$30,000
c. Land (\$1.50x22,000 sqft = \$33,000) City contribution		
d. Depreciation		
25. Sub-Total Building/Occupancy	\$0	\$39,000
26. Communications/Utilities		
a. Telephone	\$1,200	
b. Postage & Shipping		
c. Utilities (Power/Water/Gas)	\$5,000	
27. Sub-Total Communications/Utilities	\$6,200	\$0

FORM A : INDIVIDUAL PROGRAM BUDGET NARRATIVE

Exhibit B

Page 3 of 4

Agency: City of Pahokee

Proposed Budget For Year Ending:

September 30, 2010

EXPENDITURES	PBC Requested Amount	Balance Amount
28. Printing & Supplies		
a. Office Supplies (Pens, paper, print cartridges, postage, shipping & other related supplies).	2,200	
b. Program Supplies - <i>Dvds, cds, books, tables and chairs, educational materials will be used for afterschool programing targeting 50 youth per day. Other program supplies will be part of contracted support services.</i>	4,000	
c. Printing & Publications	445	
29. Sub-Total Printing & Supplies	\$6,645	\$0
30. Food Service - after school refreshments for 50 participants per day for 180 days @ \$1/day.	\$9,000	\$0
31. Other		
a. Professional Fees/Contractual/Legal - Off Duty Deputy Permit		
b. Insurance		6,000
c. Building Maintenance	2,000	\$0
d. Equipment Rental & Maintenance - <i>maintenance of computer equipment, office equipment; equipment rental for activities and events such as grand openings and other related milestones.</i>		
e. Specific Assistance to Individuals - <i>fees for teen to join organized activities - i.e. league sports, clubs, 18-24 year olds (i.e., costs to cover GED exam, tools to start a job, procurement of identification cards, bus passes, drivers' license reinstatement, etc..).</i>		
f. Membership Dues - <i>and subscriptions to publications related to teen programing, membeships to organizations like FRPA that offer networking opportunities and training sessions with others operating similar facilities around the country.</i>		
g. Training & Development - <i>Staff training, all day session, with nationally recognized youth programs trainer. Program will obtain prior approval for such training to ensure it is eligible for reimbursement prior to attending).</i>	1,500	
h. Awards & Grants (<i>Awarded to organizations to provide services to youth</i>) (<i>Contracts are being negotiated at this time</i>).	28,500	
i. Payments to Affiliated Organizations -		
j. Payments to Non Affiliated Organizations		
k. Miscellaneous (Security Maintenance and Monitor)		\$1,000
32. Sub-Total Other	\$32,000	\$7,000

33. Equipment Purchase (capital items)		
a. Center Equipment		\$2,000
b. Nutrition Program Equipment		\$2,000
c. Technology Training Program Hardware & Software		\$4,000
34. Sub-Equipment Purchase (capital items)	\$0	\$8,000
35. Sub-Indirect/Administrative Costs (City Contribution)		\$6,200
36 Total Expenditures	\$132,000	\$60,200

All Financial Information Rounded to Nearest Dollar

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of 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, as specified in item 17 of this section.

1. All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:
 - Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program"
 - Office of Management and Budget (OMB) Circular A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - OMB Circular A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - OMB Circular A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - OMB Circular A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
 - 28 CFR 38, "Equal Treatment for Faith-Based Organizations"
 - 28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)
 - 28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
 - 28 CFR 18, 22, 23, 30, 35, 42, 61, and 63
 - Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program
 - 42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"
2. Allowable Costs
 - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice 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."
 - b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

c. **Other Reports**

The recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

- a. The subgrant recipient shall 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 shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. 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 reimbursement.

7. Advance Funding

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

8. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall 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 shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that 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 shall 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.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall 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 shall 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 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, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

- (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
- (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall 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 shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall 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 Financial Guide and the Common Rule.
- b. 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 § 119, Fla. Stat., and

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Florida Department of Law Enforcement

for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

29. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

30. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

31. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009**

Special Recovery Act Conditions

1. Recovery Act

- a. All subgrant recipients must comply with Public Law 111-5, the American Recovery and Reinvestment Act of 2009 (This law is a federal public law).
- b. The subgrant recipient understands and agrees that all other terms and conditions contained in this award, or in applicable FDLE or Office of Justice Programs grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Subgrant recipients are responsible for contacting their grant managers for any needed clarifications.
- c. The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future FDLE or Office of Justice Programs (including government-wide) guidance and clarifications of Recovery Act requirements.

2. Access to Records; Interviews

The subgrant recipient understands and agrees that FDLE, the Department of Justice (including the Office of Justice Programs and the Office of the Inspector General)), and its representatives, and the Government Accountability Office, shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subgrant recipient, contractor, or subcontractor. See items 23 and 24 of the Standard Conditions.

The recipient also understands and agrees that FDLE, the Department of Justice, and the Government Accountability Office are authorized to interview any officer or employee of the subgrant recipient, contractor, or subcontractor regarding transactions related to this Recovery Act award.

3. One-time funding

The subgrant recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional Department of Justice funding.

4. Separate Tracking and Reporting of Recovery Act Funds and Outcomes

The subgrant recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Department of Justice award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the subgrant recipient must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The subgrant recipient further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

**Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009**

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the Department of Justice: Office of the Inspector General website at www.usdoj.gov/oig.

9. Protecting State and Local Government and Contractor Whistleblowers (Section 1553)

The subgrant recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

10. Limit on Funds (Section 1604)

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

11. Infrastructure Investment (Sections 1511 and 1602)

The subgrant recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the subgrant recipient decide to use funds for infrastructure investment subsequent to award, the subgrant recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from the Office of Justice Programs. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at www.ojp.usdoj.gov/recovery.

12. Buy American (Section 1605)

- a. The subgrant recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the Office of Justice Programs program office for approval. All projects must comply with government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.
- b. Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGEX 767-010610*669
BGRV 767-111309*111

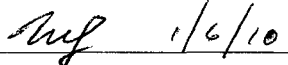
FUND 0001 - General Fund

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

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 12/31/09	REMAINING BALANCE
REVENUES								
JAG State Solicitation - FDLE 762-7666-3129	Grant Revenue	0	5,910	192,000	0	197,910		
TOTAL REVENUES		999,824,019	1,000,184,768	192,000	0	1,000,376,768		
EXPENDITURES								
JAG State Solicitation - FDLE 762-7666-8101	Payments to other governmental agencies	0	5,910	192,000	0	197,910	0	197,910
TOTAL EXPENDITURES		999,824,019	1,000,184,768	192,000	0	1,000,376,768	395,342,163	605,034,605

Criminal Justice Commission

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures	Date
	1/6/10
_____	_____
_____	_____

By Board of County Commissioners
At Meeting of 1/12/10

Deputy Clerk to the
Board of County Commissioners