



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Year	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>100,000</u>	_____	_____	_____	_____
External Revenues	<u>&lt;92,411&gt;</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b><u>\$7,589</u></b>	<b>_____</b>	<b>_____</b>	<b>_____</b>	<b>_____</b>
POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item In Current Budget?      Yes \_\_\_\_\_                      No  X

Budget Account No:      Fund \_\_\_\_\_      Agency \_\_\_\_\_      Org \_\_\_\_\_      Object \_\_\_\_\_

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

ARRA JAG (Fund 1503)	92,411	1503-762-9900-9902 transfer from reserves
CJRF (Fund 1507)	<u>7,589</u>	1507-820-9901-9902 transfer from reserves
	100,000	

C. Departmental Fiscal Review: ms 3/25/10

**III. REVIEW COMMENTS**

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

[Signature] 4/2/2010  
 OFMB  
 3/24  
 SW  
 3/31/10  
 4/2/10

[Signature] 4/5/10  
 Contract Development & Control

**B. Legal Sufficiency:**

This Contract complies with our contract review requirements.  
 The effective date is retroactive.

[Signature] 4/6/10  
 Assistant County Attorney

(Continued from page 1)

**Deliverables:**

- 1) develop at least one school-based demonstration program based on a restorative alternative to suspension, and/or a reentry process back into school after suspension and expulsion
- 2) Integrate restorative dialogue processes into existing "Youth Empowerment Centers" as a means to help ensure that high risk and academically challenged youth can successfully remain in, and graduate from, high school;
- 3) provide training and technical assistance in restorative justice practice targeted to school personnel, juvenile justice staff, school resource officers and police, and community members;
- 4) develop and report initial outcome measures, while formulating a longer-term research design and protocol for formative (and later impact) assessment of the pilot programs' effectiveness.

**Outcomes:**

1. Reduce the number of suspended/expelled youth in at least one Palm Beach County school by up to 25%, and reduce the number of disciplinary infractions in same school by up to 25% as a result of Restorative Justice practices. This will be measured by comparing records for academic years 2008/2009 with those from 2009/2010 (assuming project planning can start by June, 2009 enabling project implementation in Fall of academic year 2009/2010). In addition, we will compare records of an experimental school using restorative discipline with a comparable control school that does not utilize restorative measures. **(Though not measurable inside the 1-year timeframe, we assert that by keeping such students in school, we decrease their chances of dropping out, and thus becoming productively employed upon graduation. It is impossible to calculate the numbers of jobs created and saved as a result of increasing graduation rates, but we believe they will be considerable.)**
2. Train up to 75 PBC school faculty, administrators, safety personnel and case managers in best-practice, whole-school restorative justice initiatives. Nationally recognized expert Restorative Justice trainers will be brought to Florida in early Fall 2009, and again for advanced follow-up in Spring 2010, to train school and community personnel. The SDPB will include such training as part of mandated academic year service days. Measurement will be by number of persons completing training and developing restorative justice practices for Palm Beach County students.
3. Based on national best-practices models, implement Restorative Justice Project in at least two Youth Empowerment Centers and one high or middle school. We will also enable Restorative Justice use by case managers on a individualized basis for specific "problem" students in various Palm Beach County schools. Measurement will be by numbers of Restorative Justice conferences held, agreements completed, and participants' satisfaction with results.

**INTERLOCAL AGREEMENT BETWEEN THE BOARD OF  
COUNTY COMMISSIONERS, PALM BEACH COUNTY,  
FLORIDA AND FLORIDA ATLANTIC UNIVERSITY,  
BOCA RATON, 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 Florida Atlantic University (herein referred to as the UNIVERSITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

**WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes public agencies 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 that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

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

**WHEREAS**, The UNIVERSITY, in conjunction with the Safe Schools Initiative of the School District of Palm Beach (SDPB), will develop and implement restorative justice alternatives to zero tolerance in one high-risk school district, during the 2009/2010 school year; and

**WHEREAS**, A growing body of evidence has shown that restorative justice initiatives in schools can considerably reduce overall numbers of suspensions, expulsions and disciplinary infractions; and

**WHEREAS**, The Criminal Justice Commission has recommended the use of Federal Edward Byrne Memorial Justice Assistance Grant funds to support the partnership by providing funds for the UNIVERSITY to participate; and

**WHEREAS**, the COUNTY, will reimburse the UNIVERSITY for the expenses outlined in the Budget Narrative in Exhibit B, up to the amount of \$100,000 from October 1, 2009 through September 30, 2010 for the Restorative Justice Project (RJP) set forth in Exhibit A. A copy of the budget is attached as Exhibit B and by this reference incorporated herein; and

**WHEREAS** the UNIVERSITY will provide services and expenditures in the targeted areas as set forth in Exhibits A and B; and

**WHEREAS**, the grant will be used to pay for training, and implementation of Restorative Justice in at least two Youth Empowerment Centers and one high or middle school and the parties desire to enter into this Agreement in order to formalize their relationship with respect to this grant.

\* **FLORIDA ATLANTIC UNIVERSITY**  
**Acting For And On Behalf Of The**  
**Florida Atlantic University**  
**Board Of Trustees**

**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**

- A. The purpose of this Agreement is to have the UNIVERSITY develop and implement a Restorative Justice Project in conjunction with the SDPB. The Project will develop and implement restorative justice alternatives to zero tolerance in one high-risk school district during the 2009/2010 school year as further described in Exhibit A, Scope of Work.
- B. Upon receipt and approval of the UNIVERSITY'S invoices the COUNTY will pay the UNIVERSITY the not-to-exceed amount of \$100,000.00, as outlined in Exhibit B.
- C. The UNIVERSITY will provide reports as requested by the COUNTY. The data collected will be used to evaluate the progress toward the Byrne/JAG requirements and the outputs and performance measures described in Exhibit A.

### **SECTION 2. REPRESENTATIVE/MONITORING POSITION**

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Becky Walker, whose telephone number is (561) 355-1739.

The UNIVERSITY'S representative/contract monitor during the term of this Agreement shall be, Dr. Mara Schiff whose telephone number is (954) 599-5529.

### **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 UNIVERSITY 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 UNIVERSITY shall submit monthly programmatic reports and monthly financial invoices to the COUNTY which will include a reference to this Agreement, identify the project and identify the amount due and payable to the UNIVERSITY, as well as confirmation of the UNIVERSITY's expenditures for the Project. Upon receipt and approval of the UNIVERSITY's monthly programmatic and fiscal invoices, included as part of Exhibits A and B, the COUNTY will reimburse the UNIVERSITY the not-to-exceed amount in accordance with the budget (Exhibit B). Invoices shall be itemized in sufficient detail for prepayment audit thereof. The UNIVERSITY shall supply any further documentation deemed necessary by the COUNTY, including detailed data for the purposes of evaluation of the RJP. Invoices received from the UNIVERSITY 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 UNIVERSITY 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 RJP. 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 thirty (30) 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 this Agreement shall be in writing, delivered either by hand or first class, certified mail, return receipt requested, to the representatives identified below at the addresses set forth below:

For the COUNTY: Michael L. Rodriguez, Executive Director  
Criminal Justice Commission  
301 North Olive Avenue, Suite 1001  
West Palm Beach, FL 33401

with a copy to: Dawn Wynn, Assistant County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

If sent to the UNIVERSITY, notices shall be mailed to:  
Dr. Mara Schiff  
Florida Atlantic University  
777 Glades Road  
Boca Raton, Florida 33431

**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 the UNIVERSITY.

**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 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 UNIVERSITY 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 THE UNIVERSITY**

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., the UNIVERSITY 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 UNIVERSITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., the UNIVERSITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

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

When requested, the UNIVERSITY 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 UNIVERSITY of its liability and obligations under this Interlocal Agreement.

**SECTION 17.**

In the event the University utilizes subcontractors to provide services pursuant to this agreement, such subcontractors shall be subject to the conditions of this agreement. The County reserves the right to accept or to reject the selection of a subcontractor and to inspect the facilities of any subcontractor to determine the capability of the subcontractor to perform properly under this contract.

**SECTION 18. NOTICES**

The UNIVERSITY, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the Youth Violence Prevention Project 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 19. CRIMINAL HISTORY RECORDS CHECK**

The UNIVERSITY shall conduct a Criminal History Records Check including fingerprinting for all UNIVERSITY employees or subcontractors, if any, who are in direct contact with youth program participants as per Florida Statute, Chapter 435. The COUNTY and the University also agree to comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if employees or subcontractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. All employees who enter a "critical facility" will be subject to a fingerprint based criminal records check. Although the COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history checks, the UNIVERSITY agrees to be responsible for the financial, schedule and staffing implications in complying with Ordinance 2003-030.

**SECTION 20. REGULATIONS; LICENSING REQUIREMENTS**

The UNIVERSITY 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 UNIVERSITY 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 21. Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant Program (JAG)**

The UNIVERSITY 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 exhibits are incorporated by reference and made a part of this Interlocal Agreement.



## SECTION 22. UNIVERSITY'S PROGRAMMATIC REQUIREMENTS

The UNIVERSITY 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 CRIMINAL JUSTICE COMMISSION to both fiscally and programmatically monitor UNIVERSITY 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 funding agencies' licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The UNIVERSITY 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 UNIVERSITY will complete and submit a "logic model form" that will identify the UNIVERSITY'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 UNIVERSITY 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 UNIVERSITY'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 data will be submitted via the Criminal Justice Commission staff in MS Word or MS Excel format.

- H. Where applicable the University will submit a Monthly Demographic Report based on the clients served by the COUNTY funding. This report will be due 5 days at 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 data will be submitted via the Criminal Justice Commission staff in MS Word or MS Excel format. The UNIVERSITY that does not provide services to clients directly or indirectly is exempt from this reporting requirement.

Copies of the required COUNTY forms have been supplied to the UNIVERSITY as exhibits to this Interlocal Agreement.

#### **SECTION 23. CAPTIONS**

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

#### **SECTION 24. AVAILABILITY OF FUNDS**

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

#### **SECTION 25. 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 UNIVERSITY of the COUNTY'S notification of a contemplated change, the UNIVERSITY 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 UNIVERSITY'S ability to meet the completion dates or schedules of this Agreement.

#### **SECTION 26. 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 27. ENTIRETY OF AGREEMENT**

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and Camille Coley has executed this Agreement on behalf of the UNIVERSITY on the day and year first above written.

ATTEST:

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

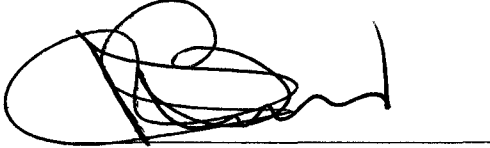
Sharon R. Bock, Clerk and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
~~John F. Keons, Chairman~~  
Burt Aaronson, Chair

(SEAL)

WITNESS:



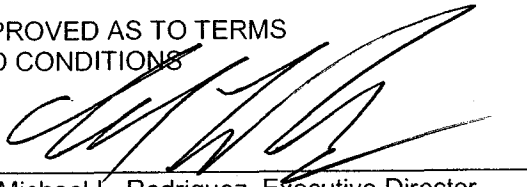
FLORIDA ATLANTIC UNIVERSITY

*Nancy Thoman*  
for Camille Coley  
Nancy S Thoman  
Assistant Director  
Sponsored Programs  
Florida Atlantic University

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

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

APPROVED AS TO FORM  
AND LEGALITY *JAL*  
General Counsel *9/18/09*  
Florida Atlantic University

### Scope of Work

Based on national models of best-practice, the goal of this project is to integrate restorative justice as an alternative to exclusionary zero tolerance disciplinary policies in Palm Beach schools. In conjunction with the Safe Schools Initiative of the School District of Palm Beach (SDPB), we will develop and implement restorative justice alternatives to zero tolerance in one high-risk school district, potentially including Boynton Beach, Lake Worth, Riviera Beach and Belle Glade, during the 2009/2010 school year.

#### Deliverables:

- 1) develop at least one school-based demonstration program based on a restorative alternative to suspension, and/or a reentry process back into school after suspension and expulsion
- 2) Integrate restorative dialogue processes into existing "Youth Empowerment Centers" as a means to help ensure that high risk and academically challenged youth can successfully remain in, and graduate from, high school;
- 3) provide training and technical assistance in restorative justice practice targeted to school personnel, juvenile justice staff, school resource officers and police, and community members;
- 4) develop and report initial outcome measures, while formulating a longer-term research design and protocol for formative (and later impact) assessment of the pilot programs' effectiveness.

#### Outcomes:

1. Reduce the number of suspended/expelled youth in at least one Palm Beach County school by up to 25%, and reduce the number of disciplinary infractions in same school by up to 25% as a result of Restorative Justice practices. This will be measured by comparing records for academic years 2008/2009 with those from 2009/2010 (assuming project planning can start by June, 2009 enabling project implementation in Fall of academic year 2009/2010). In addition, we will compare records of an experimental school using restorative discipline with a comparable control school that does not utilize restorative measures. **(Though not measurable inside the 1-year timeframe, we assert that by keeping such students in school, we decrease their chances of dropping out, and thus becoming productively employed upon graduation. It is impossible to calculate the numbers of jobs created and saved as a result of increasing graduation rates, but we believe they will be considerable.)**
2. Train up to 75 PBC school faculty, administrators, safety personnel and case managers in best-practice, whole-school restorative justice initiatives. Nationally recognized expert Restorative Justice trainers will be brought to Florida in early Fall 2009, and again for advanced follow-up in Spring 2010, to train school and community personnel. The SDPB will include such training as part of mandated academic year service days. Measurement will be by number of persons completing training and developing restorative justice practices for Palm Beach County students.
3. Based on national best-practices models, implement Restorative Justice Project in at least two Youth Empowerment Centers and one high or middle school. We will also enable Restorative Justice use by case managers on a individualized basis for specific "problem" students in various Palm Beach County schools. Measurement will be by numbers of Restorative Justice conferences held, agreements completed, and participants' satisfaction with results.

These tasks/outcomes will create one additional part-time research assistant and one part time administrative assistant at FAU. Moreover, it will enhance the capacity of case managers and thus decrease job turnover, as well as increase the numbers of "job-ready" high school graduates.

**Evaluation Design:**

We will utilize a simple pre-post test evaluation design with a control/comparison group. We will compare number/percent of suspensions, expulsions and disciplinary infractions in the target school before program interventions (Academic Year 2008/2009) with post-intervention records (Academic Year 2009/2010). We will also compare outcomes in a school with similar demographics that did not utilize Restorative Justice interventions. We will also examine data by race, to determine whether or not the project has decreased negative outcomes for those most at risk of entering the "school to prison" pipeline. In addition to the measures described above, quantitative measures will also examine changes in truancy and tardiness, school-related arrests (to the degree possible). Qualitative measures will include changes in school culture and climate, faculty and administration morale, and satisfaction with restorative justice interventions.

**Target Population:** Youth at risk of suspension, expulsion and disciplinary infractions in at least one Palm Beach County school, as well as youth attending the Palm Beach County "Youth Empowerment Centers."

**BUDGET FOR "USING RESTORATIVE JUSTICE TO PLUG  
THE SCHOOL TO PRISON PIPELINE"**

Submitted by Drs. Mara Schiff and Gordon Bazemore,  
Florida Atlantic University

**PROJECT DELIVERABLES**

<b><u>TWO (2) 3-DAY RESTORATIVE JUSTICE TRAININGS</u></b>		<b>\$16,340</b>
Fees for two (2) expert trainers to conduct 2 specialized restorative justice trainings in Palm Beach County	\$10,340	
Breakfast/Lunch for participants at training @\$1000/day x 3 days x 2 tr: for 75 participants each day	\$6,000	
<b><u>OUTSIDE EXPERT TECHNICAL ASSISTANCE</u></b>		<b>\$2,560</b>
Fees for expert technical assistance to schools on implementing restorative justice practices	\$2,560	
<b><u>ADDITIONAL PROJECT MATERIALS:</u></b>		<b>\$4,794</b>
Training materials	\$2,000	
Office Supplies	\$482	
Local Phone	\$450	
Postage	\$250	
Local Travel @.445/mile x 2500 miles	\$1,112	
Incentives for student participants	\$500	
<b><u>ADDITIONAL PERSONAL COSTS</u></b>		<b>\$63,262</b>
<i>CO-Principal Investigator Dr. Mara Schiff</i>		
2010 Summer Salary @ 85% time for 3 months+7.7% benefits	\$21,567	
25% time for 4.5 months + 30.8% benefits	\$11,555	
<i>CO-Principal Investigator Dr. Gordon Bazemore</i>		
5% time for 12 months + 30.8% benefits	\$10,865	
Part-time Research Assistant @20/hour x 10 hours/week x 45 weeks + 1	\$9,130	
Administrative Assistant @20/hour x 10 hours/week x 50 weeks +1.45 E	\$10,145	
<b>PROJECT COST</b>		<b>\$86,956</b>
<b>FAU Overhead @.15</b>		<b>\$13,043</b>
<b>TOTAL PROJECT COST + FAU OVERHEAD</b>		<b>\$99,999</b>

***BUDGET NARRATIVE FOR "USING RESTORATIVE JUSTICE TO PLUG THE SCHOOL  
TO PRISON PIPELINE"***

Submitted to the Criminal Justice Commission for Palm Beach County by Drs. Mara Schiff and Gordon Bazemore, Florida Atlantic University

*August, 2009*

**TWO (2) 3-DAY RESTORATIVE JUSTICE TRAININGS**

**\$10,340**

These are costs associated with hiring nationally renowned experts in restorative justice practices who have special and unique experience implementing within the school context. Costs cover expenses associated with both preparing for and conducting the training and are consistent with national standards. These trainers have a wealth of experience conducting such trainings across the country, as well as implementing restorative practices in their own jurisdictions.

**OUTSIDE EXPERT TECHNICAL ASSISTANCE**

**\$2,566**

Up to 3 outside experts with considerable experience in implementing restorative practices in schools nationwide will be used to assist schools in designing and implementing their own specific programs, as well as helping overcome obstacles that are likely to occur in the implementation process. These are costs associated with on-site technical assistance, phone/conference calls, preparation of materials (if necessary) and other work that may arise over the course of the project. This is based on the recommendation of national experts who suggest that the best way to assure project integrity is to be periodically make expert assistance available on-site to help local implementers problem-solve current issues and trouble-shoot for potential problems.

**ADDITIONAL PERSONAL COSTS**

**\$63,262**

These costs cover the time spent on the project by the two Principal Investigators, Drs. Mara Schiff and Gordon Bazemore. All costs are calculated based on standard FAU procedures, and are based on the current and projected salaries and time spent of each faculty member (see attached budget detail). Dr. Schiff will spend 25% of her time during the academic year and 85% of her time over the summer on the project. Dr. Bazemore will spend 5% of his time during the entire calendar year on the project. Dr. Schiff will manage the project, which will include organizing the trainings, coordinating with trainers and conducting any training as needed, overseeing collection and preparation of all training and technical assistance

materials, providing local on-site and telephone technical assistance to project sites when necessary, coordinating with Palm Beach County Schools Safe Schools Initiative, developing data collection instruments to be used for process and impact evaluations, overseeing collection of existing School District data on suspensions, expulsions and disciplinary infractions, coordinating and conducting local focus groups and interviews for qualitative data collection, analyzing data, and supervising the research and administrative assistants. Dr. Bazemore will work in an advisory capacity, overseeing the project and its effective implementation, helping draft research instruments, analyzing data, conducting focus groups and interviews, participating in trainings and providing local technical assistance.

The part-time research assistant will be responsible for gathering, coordinating, and collating all training materials, performing literature reviews, interacting with project sites, helping develop research instruments, collecting and analyzing data maintained by the school district on suspensions, expulsions and disciplinary infractions, helping coordinate local focus groups and interviews, taking notes at all major meetings interviews, transcribing taped recordings when necessary, monitoring on-site data collection, performing initial data analysis, helping write interim and final reports.

The part-time administrative assistant will be responsible for assisting the trainers with logistical preparations, local arrangements, interacting with FAU to make sure University policies are followed (as determined by Sponsored Research), processing all forms, managing project records, assisting the PI's with logistics, such as setting up conference calls, securing training facilities, coordinating focus groups and interviews, keeping notes, maintaining project files and records, answering and returning project calls.



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. §

## Edward Byrne Memorial Justice Assistance Grant (JAG) Program

## Florida Department of Law Enforcement

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](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

## Edward Byrne Memorial Justice Assistance Grant (JAG) Program

## Florida Department of Law Enforcement

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

## Florida Department of Law Enforcement

- 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.

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

---

**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

## Edward Byrne Memorial Justice Assistance Grant (JAG) Program

## Florida Department of Law Enforcement

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

---

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program****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.

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

---

**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



---

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

---

"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](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.

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

**5. Central Contractor Registration and DUNS Number**

The subgrant recipient must maintain a current registration in the Central Contractor Registration ([www.ccr.gov](http://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](http://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  
Edward Byrne Memorial Justice Assistance Grant Program  
American Recovery and Reinvestment Act of 2009**

e-mail: [oig.hotline@usdoj.gov](mailto: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](http://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](http://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](http://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.

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

**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.

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

FUND 1503 - JAG LLEBG ARRA

BGEX 767-032510\*1024

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 3/23/10	REMAINING BALANCE
<b>EXPENDITURES</b>								
762-7675-8101	Contributions - other government agencies	0	373,031	92,411		465,442	0	465,442
762-9900-9902	Operating Reserves	0	363,651		92,411	271,240	0	271,240
<b>TOTAL EXPENDITURES</b>					<u>92,411</u>	<u>92,411</u>		

Criminal Justice Commission  
**INITIATING DEPARTMENT/DIVISION**  
 Administration/Budget Department Approval  
 OFMB Department - Proposed

Signatures

Date

*MJ* 3/25/10

By Board of County Commissioners  
At Meeting of 4/20/10

Deputy Clerk to the  
Board of County Commissioners

#  
#  
#

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

FUND 1507 - Criminal Justice Reserve 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 3/23/2010	REMAINING BALANCE
<b>EXPENDITURES</b>								
767-7607-8101	Contributions - Non-Govt'l Agencies	100,000	182,411	7,589		190,000	45,000	145,000
820-9901-9902	Operating reserves	126,417	44,006		7,589	36,417		
	<b><u>TOTAL EXPENDITURES</u></b>			<u>7,589</u>	<u>7,589</u>			

Criminal Justice Commission  
 \_\_\_\_\_  
 INITIATING DEPARTMENT/DIVISION  
 Administration/Budget Department Approval  
 OFMB Department - Posted

Signatures \_\_\_\_\_  
 Date 2/8 3/25/10 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By Board of County Commissioners  
 At Meeting of 4/20/2010  
 \_\_\_\_\_  
 Deputy Clerk to the  
 Board of County Commissioners

Attachment #

6