



**II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>
Capital Expenditures	\$0				
Operating Costs	\$100,000				
External Revenues	(\$100,000)				
Program Income (County)					
In-Kind Match (County)	0				
<hr/>					
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES \_\_\_\_\_ NO X

Budget Account No.: Fund 1152 Agency 160 Org 2198 Object 3129

Reporting Category \_\_\_\_\_

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

Operation Stonegarden is funded by the Florida Division of Emergency Management through the FY 2010 Homeland Security Grant Program. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required.

Operation Stonegarden	<u>\$100,000</u>
Total Program Budget	\$100,000

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

[Signature] 11/24/10  
OFMB

[Signature] 11/24/10  
Contract Administration

**B. Legal Sufficiency:**

[Signature] 11/30/10  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

11- 0178

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

FUND 1152 - Sheriff's Grants Fund

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<b>Revenues</b>								
Operation Stonegarden 160-2198-3129	Federal Grant - Other Public Safety	0	0	100,000		100,000		
<b>TOTAL REVENUES</b>		<u>4,760,729</u>	<u>9,656,258</u>	<u>\$100,000</u>	<u>\$0</u>	<u>9,756,258</u>		
<b>Expenditures</b>								
Operation Stonegarden 160-2198-9498	Transfer to Sheriff's Grant Fund	0	0	100,000		100,000		
<b>TOTAL EXPENDITURES</b>		<u>4,760,729</u>	<u>9,656,258</u>	<u>\$100,000</u>	<u>\$0</u>	<u>9,756,258</u>		

Palm Beach County Sheriff's Office

Signatures

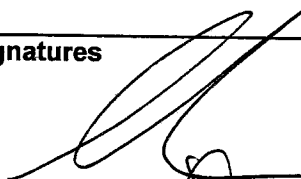
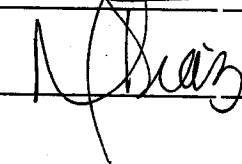
Date

By Board of County Commissioners  
At Meeting of December 7, 2010

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

  
\_\_\_\_\_  
 11/24/10

Deputy Clerk to the  
Board of County Commissioners

SN 11/23/10

Attachment #



STATE OF FLORIDA

**DIVISION OF EMERGENCY MANAGEMENT**

CHARLIE CRIST  
Governor

DAVID HALSTEAD  
Director

November 3, 2010

SUBGRANTEE: Palm Beach County

<b>ISSUE NUMBER</b> 55	<b>PROJECT TITLE</b> Operation Stonegarden – Border Security	<b>FINAL ALLOCATION</b> \$100,000.00
<b>GRANT PERIOD:</b> August 1, 2010 – July 31, 2013	<b>AWARD TOTAL:</b> \$100,000.00	
<b>FEDERAL GRANT NO:</b> 2010-SS-T0-0092	<b>STATE AGREEMENT NO:</b> Provided Upon Execution	

In accordance with the provisions of Federal Fiscal Year 2010 Homeland Security Grant Program, the Florida Division of Emergency Management hereby awards to the foregoing Subgrantee a grant in the amount shown above.

**Payment of Funds:** This Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to the Florida Division of Emergency Management before execution of your agreement. The subgrantee should not expend any funds until they receive a fully executed agreement from the Florida Division of Emergency Management and all Special Conditions are satisfied. Grant funds will be disbursed to subgrantees (according to the approved project budget) upon receipt of evidence that items have been invoiced, deliverables have been received and that funds have been expended (i.e., invoices, contracts, itemized expenses, canceled checks, etc.).

**Supplantation:** The Act requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through Florida Division of Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

**Conditions:** I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; and that all agencies involved with this project understand that all federal funds are limited to a thirty six-month (36) period.

FLORIDA RECOVERY OFFICE • DIVISION HEADQUARTERS • STATE LOGISTICS RESPONSE CENTER  
 36 Skyline Drive                      2555 Shumard Oak Boulevard                      2702 Directors Row  
 Lake Mary, FL 32746-6201                      Tallahassee, FL 32399-2100                      Orlando, FL 32809-5631  
 Tel: 850-413-9969 • Fax: 850-488-1016  
[www.FloridaDisaster.org](http://www.FloridaDisaster.org)

Attachment # 2

### SPECIAL CONDITIONS

1. The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:
  - A. Administrative Requirements**
    1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
    2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
  - B. Cost Principles**
    1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
    2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
    3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
    4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations
  - C. Audit Requirements**
    1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. 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 FEMA.
3. The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2010 Homeland Security Grant Program (HSGP) guidance and application kit.
4. The recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to ground disturbance, construction, modification of structures, and purchase and use of sonar equipment. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.
5. The recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (1) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD), Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be

sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington, DC.

6. A. Provision applicable to a recipient that is a private entity.
  1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
    - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - b. Procure a commercial sex act during the period of time that the award is in effect; or
    - c. Use forced labor in the performance of the award or subawards under the award.
  2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
    - a. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
    - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
      - i. Associated with performance under this award; or
      - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.
- B. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
  1. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
    - a. Associated with performance under this award; or
    - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 3000.
- C. Provision applicable to any recipient.
  1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
  2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
    - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - b. Is in addition to all other remedies for noncompliance that are available to us under this award.
  3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

7. Definitions. For purposes of this award term:
1. "Employee" means either:
    - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity" means:
    - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
    - b. Includes:
      - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
      - ii. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22U.S.C. 7102).
8. A. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- B. No funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for and has access to such information.
- C. Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.
- D. Such contracts, subawards, or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; EOs 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at:  
<http://www.dhs.gov/xopnbix/grants/index.shtm>

- E. Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, subaward, or other agreement, and prior to execution of any actions to facilitate the acquisition of such a contract, subaward, or other agreement, the award recipient shall contact ISPB, or the applicable Federal department or agency, for approval and processing instructions.

DHS Office of Security ISPB contact information:

Email: [DD254AdministrativeSecurity@dhs.gov](mailto:DD254AdministrativeSecurity@dhs.gov)

Mail: Department of Homeland Security  
Office of the Chief Security Officer  
ATTN: ASD/Industrial Security Program Branch  
Washington, D.C. 20528

ACCEPTANCE FOR THE SUBGRANTEE:

\_\_\_\_\_  
Signature of Official Authorized to Sign for Grantee

\_\_\_\_\_  
Signature of State Administrative Agency