

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: 7-19-11

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department:

Submitted By: CRIMINAL JUSTICE COMMISSION

Submitted For: CRIMINAL JUSTICE COMMISSION

I. EXECUTIVE BRIEF

MOTION AND TITLE: Staff recommends motion to: **(A) Approve** The Fifth Amendment to the Weed and Seed Interlocal Agreement with the City of Delray Beach, (R2005-2433), dated December 20, 2005 to extend the Weed and Seed project period from April 1, 2011, to September 30, 2011 and to increase the amount of the agreement by an additional \$50,000; and **(B) Receive and File** a grant for \$100,000 from the Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant to coordinate local initiatives.

SUMMARY: The Criminal Justice Commission recommends the use of \$50,000 from the Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant for the continuation of “seeding” services and to extend the existing contract period to September 30, 2011. At a later date, the Criminal Justice Commission will return to the Board with the West Palm Beach grant project for the remaining \$50,000. No grant match is required. District 7 (GB).

BACKGROUND AND JUSTIFICATION: Since its inception in February 2000, the City of Delray Beach (The City) has supported the Weed and Seed effort. The City, after receiving more than 5 years of federal funding totaling over one million dollars has "graduated" and is no longer eligible for Weed and Seed funding. Palm Beach County has contracted with the city while reducing crime and increasing resident involvement. These efforts have made a real difference in the communities which are served.

The City commits to continuing the effort by funding law enforcement, community policing, neighborhood restoration and administrative efforts. The Board of County Commissioners is being asked to approve \$50,000 for "seeding" efforts. Seeding efforts consist of a variety of services focused on youth in the geographic areas that are served through the Safe Haven sites located at Pompey Park, Pine Grove Elementary School and the Community Center. Services include FCAT enhancements, a tutorial program, group and individual counseling sessions, Community events, the Police Explorer Programs and other miscellaneous events associated with neighborhood improvements.

Attachments:

1. 5th Amendment to the Interlocal Agreement (3 originals)
2. FDLE Sub Grant Award Certificate

Recommended by:

Department Director

Date _____

Approved By:

Assistant County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$50,000	_____	_____	_____	_____
External Revenues	<\$100,000>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<\$50,000>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes x No _____

Budget Account No.: Fund 001 Agency 762 Org. 7670 Object 8101

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

FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) State Solicitation

C. Departmental Fiscal Review: *mg 6/24/2011*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

There will be an additional \$50,000 in expenses related to this grant that will be designated at a later time. When designated, Total operating costs will be \$100,000 and net fiscal impact will be zero.

OFMB

Contract Dev. and Control

7-12-11 B. Wheeler

B. Legal Sufficiency:

**This amendment complies with
our review requirements.**

Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/95

ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

June 9, 2011

FIFTH AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIFTH AMENDMENT, dated this 1st day of April, 2011, to the Agreement (R2005-2433) of December 20, 2005, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, and the City of Delray Beach, a municipality located in Palm Beach County, Florida, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the parties have entered into the Agreement of December 20, 2005 under which the CITY agrees to provide "seeding" efforts, as more specifically set forth in the Scope of Work as detailed in "Exhibit A" of said agreement and in accordance with the resident-driven strategic plan.

WHEREAS, the COUNTY has agreed to provide support to the Delray Beach Weed and Seed "seeding" efforts which shall be located under the direction and in the office of the City Manager; and

WHEREAS, the parties mutually desire to extend the Agreement for an additional time period, until September 30, 2011 and increase the dollar amount of the agreement by an additional \$50,000; and

WHEREAS, the COUNTY agrees to reimburse the CITY from the Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the COUNTY and CITY agree as follows:

1. The term of the Agreement is amended to provide that the Agreement shall continue until September 30, 2011.
2. The CITY agrees to provide additional support to the Delray Beach Weed and Seed "seeding" efforts as more specifically set forth in the Scope of Work as detailed in "Exhibit A" and attached hereto; and
3. Subject to the receipt of the applicable funding, the total amount to be paid by the COUNTY for the additional services for the period April 1, 2011 through September 30, 2011 under this Fifth Amendment shall not exceed Fifty Thousand Dollars (\$50,000) from the COUNTY'S Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant in accordance with the budget detailed in "Exhibit A" and attached hereto.
4. Based on the funding, the COUNTY's entire financial obligation shall be \$50,000 for the period April 1, 2011 – September 30, 2011.
5. The CITY agrees to provide, in writing, to the COUNTY written monthly progress/activities reports of the CITY's Weed and Seed "seeding" efforts.
6. The CITY and the COUNTY shall designate one person from each organization to

meet on a monthly basis to evaluate the progress of the Weed and Seed initiative. If for any reason, the COUNTY is not satisfied with the progress of the Weed and Seed initiative, the CITY agrees to resolve the progress/performance issue(s) within thirty (30) days of the date of such written notice by the COUNTY to the CITY.

7. The CITY shall bill the COUNTY on a monthly basis at the end of each month for eligible expenses. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of payroll registers, paid receipts, copies of checks, invoices and/or other documentation acceptable to the Palm Beach County Clerk & Comptroller Finance Division. Invoices to the COUNTY shall include a reference to this Agreement, identify the project and identify the amount due and payable to the CITY. Invoices received from the CITY will be reviewed and approved by the COUNTY's CJC Executive Director, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the Palm Beach County Clerk & Comptroller Finance Division.
8. Notwithstanding the foregoing, the parties agree to act in good faith in resolving any disputes as it relates to the CITY's Weed and Seed "seeding" efforts.
9. Pursuant to Ordinance No.2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyist in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

All other provisions of said Agreement are hereby confirmed, and except as provided herein are not otherwise altered or amended. All the terms and conditions of the Agreement of December 20, 2005 as amended are hereby confirmed and remain in full force and effect.

In accordance with Palm Beach County Code, Chapter 2, Article III, Section 2.51., this Fifth Amendment shall not take effect until executed by the CITY and COUNTY.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this 5th Amendment on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

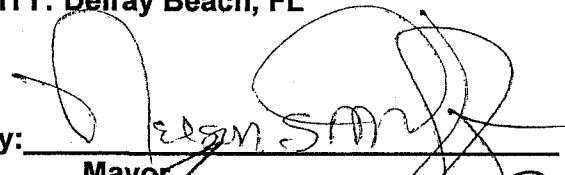
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

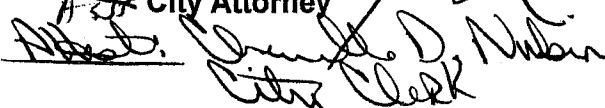
CITY: Delray Beach, FL

Witnesses:

By:  _____
Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

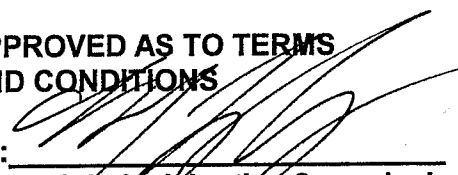
By:  _____
City Attorney

 _____
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
Criminal Justice Commission
Executive Director

CITY OF DELRAY BEACH
SCOPE OF SERVICE
April 1, 2011 – September 30, 2011

For the City of Delray Beach the budget narrative is as follows \$50,000:

Delray Beach Vocational Charter School \$15,000. This is a charter school teaching dropouts and previous juvenile criminals automotive and other skills to become gainfully employed and remain crime free. The funds will pay for individual and group counseling sessions for social and emotional problems associated with life transitions, abuse, and psychological damage.

Contractual services:

Unit=1 hour

Unit Cost=\$31.25

480 units x \$31.25=\$15,000

Delray Beach Police Department Vice – Intelligence and Narcotics Unit \$10,000

Members of the VIN unit work in an undercover capacity investigating narcotics, prostitution, human smuggling, gambling, drug trafficking, narcotic grow houses and assist DEA on cases. The equipment within the VIN unit can be utilized by the entire Police Department for investigative purposes and officer safety.

Equipment:

Drop Car / Box System - \$3,150

Pole Camera System - \$3,100

Accessories (required) - \$3,000

- Battery kit
- Micro DVR
- Directional Mini Cameras
- Battery Charger

Extended Battery Kit - \$539.90 (2 @ 269.50 each)

Nikon Binoculars - \$210

Police Explorers - \$5,327 is a program affiliated with the Boy Scouts of America and local police departments where young people between the ages of 14 and 21 are able to interact with Police Officers, learning about their responsibilities and building a better understanding of the law enforcement community. Through involvement, the Explorer program establishes an awareness of the complexities of police service and provides an insight to those who may be interested in pursuing a career in law enforcement. The Post is headed by a police officer or a reliable citizen with law enforcement background.

Expenses / Types of services: training on difference law enforcement activities i.e. Leadership, Traffic stops, firearms and crime scene investigations. An annual graduation is hosted by Martin County for all Explorer graduates.

Number of units = 15

Cost per unit = \$355.13

Total cost = \$355.13 x 15 = \$5,327

Drug Education for Youth (DEFY) \$3,000.00 to provide drug education for community youth. DEFY is a joint project of the Department of Justice and Department of Navy's Demand Reduction Task Force staff; DEFY deters at risk behavior for drug abuse, gangs, risky behavior by teaching goal setting, conflict resolution and decision making. DEFY targets this age group as we are trying to make an impact before the middle school years. This is a weeklong camp which commences at 8:00am, ending at 5:00pm. Law enforcement officers will provide mentoring and educational enrichment. The officers are volunteers. Educational and informative trips will be offered daily. There is no cost for five law enforcement chaperones included; these officers volunteer their time to mentor youth.

Expenses / Types of services:

Mentoring, conflict resolution, decision making educational enrichment classes

One unit = one hour, \$6.61 for one hour for 5 participants x seven days

\$6.61 x 8 hours approximately 5 participants x seven days \$1,850.80

Food - \$600

T-shirts- \$225

Educational materials - \$100

Youth Anti-Gang Conference = \$7,750

Community Events Anti Gang Crime Prevention Event- is held at a local high school funds will purchase educational preparation materials, handouts, awards, certificates, notebooks, pens, backpacks for all participants. Conference is hosted by Delray Beach Police Department from 9am - 5:00 pm for children ages 5 - 18. Violence Prevention, conflict resolution, goal setting and decision making is offered in this one day program. The DARE program of evidence based prevention will be offered.

This is an educational preparation to start the new school year. *Special condition S16394 applies to all brochures, posters and/or programs; inclusive of award number and awarding agency.*

Types of Services: Mentoring, Conflict Resolution, decision making and anti-gang presentations.

Program Expenses:

- Printing costs \$200.00 (signage and program theme material)
 - Educational materials \$1,700.00
 - Books, notebooks, pens / pencils \$200.00
 - Program Certificates \$150.00
 - Drawstring bags / Backpacks \$3,500.00
 - Lunch for 1200 youth \$2,000.00
-

The Youth Sports Camp is hosted annually in partnership with XPE Sports of Boca Raton. The camp is hosted at a local school. The program focuses on academic enrichment, physical fitness and nutritional awareness. Participants prepare for FCAT through reading, math and science tutorials. All participants are identified by Guidance personnel of local schools. Participants must complete the two-day educational preparation classes to be eligible to participate in the sporting events.

Contractual Services include FCAT prep and tutorials for student participants - \$2,000

Instructors salaries 3 instructors x \$20 per hour x 18 hours = \$1,080

Classroom supplies (paper, pencils, applicable workbooks and texts) = 920.00

Carver Kids of Character Safe Haven Program \$2,000

The Carver Kids of Character program is designed to promote a drug free and violence free lifestyle for youthful residents in the city of Delray Beach. The program which once catered only to youth residing in Auburn Trace and Carver Estates (section-8 housing) is the brainchild of two Delray Beach community-policing officers who offer activities designed to build relationships with positive role models. Currently, the program offers free, weekly Karate lessons provided by a police officer and Gang Awareness and Narcotics Intervention Education. Over 100 youth have registered for this program and a core group of approximately 60 participate on a regular basis. Pre and Post test or surveys are administered to determine participant's awareness and/or needs. The Police Department pays all salary and benefits for the officers associated with the Carver Kids of Character project. Funding is requested for gang awareness and narcotics intervention educational materials, safety equipment, uniforms, mileage for travel to competition and tournaments and snacks and meals. Martial Arts classes are hosted once per week. Gang Awareness, Narcotics Intervention Education sessions are hosted quarterly for one day from 8am to 5pm.

Physical activity and strength training for participants

Expenses:

- Facilitators certifications \$400.00
- Program equipment, uniforms and supplies \$1,000.00
- Tournament fees \$600.00

Training/Travel \$6,923

Send Delray Beach Police Officers and Program Staff to the regional/ statewide meetings Technical Training. Staff will request prior approval from FDLE.

Preventing Crime in the Black Community Conf.

Reg: \$225 x 4=\$900

Hotel \$100/night x 4 nights x 4 people =\$1,600

Per Diem:\$38/day x 5 days x 4 people = \$760

Incidentals \$30 x 4 nights x 4 people= \$480 (tolls, taxi's and baggage)

Total: \$3,740

Send Delray Beach Police Officers and Program Staff to the regional/ statewide meetings for Technical Training. Prior written approval required from FDLE.

Registration: \$200 x 3 people =\$600

Airfare: \$300 x 3 people =\$900

Hotel \$119/night x 3 nights x 3 people =\$1,071

Per Diem: \$38/day x 3 days x 3 people= \$342.00

Incidentals \$30 x 3 days x 3 people = \$270 (tolls, taxis and baggage)

Total: \$3,183

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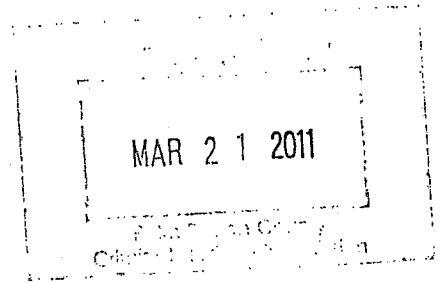
Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

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

Rick Scott, Governor
Pam Bondi, Attorney General
Jeff Atwater, Chief Financial Officer
Adam Putnam, Commissioner of Agriculture

MAR 15 2011



The Honorable Karen Marcus
Chairperson
Palm Beach County Board of Commissioners
301 North Olive Avenue
West Palm Beach, FL 33401

Re: Contract No. 2011-JAGC-PALM-4-B2-263

Dear Chairperson Marcus:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 100,000.00 for the project entitled, PALM BEACH COUNTY WEED AND SEED. These funds shall be utilized for the purpose of reducing crime and improving public safety.

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

Your attention is directed to the Standard Conditions of the subgrant. Changes were made and an addendum was added to these conditions after your application was received in this office. Therefore, the Standard Conditions and the Addendum should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

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

Committed to
Service • Integrity • Respect • Quality

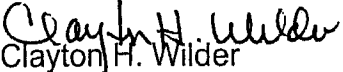
Attachment #

2

The Honorable Karen Marcus
Page Two

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

Sincerely,


Clayton H. Wilder
Administrator

CHW/JP/ps

Enclosures

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

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2011-JAGC-PALM-4-B2-263, in the amount of \$ 100,000.00, for a project entitled, PALM BEACH COUNTY WEED AND SEED, for the period of 04/01/2011 through 09/30/2011, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

(Signature of Subgrantee's Authorized Official)

(Typed Name and Title of Official)

(Name of Subgrantee)

(Date of Acceptance)

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

SUBGRANT AWARD CERTIFICATE

Subgrantee: Palm Beach County Board of Commissioners

Date of Award: **3-15-11**

Grant Period: From: 04/01/2011 TO: 09/30/2011

Project Title: PALM BEACH COUNTY WEED AND SEED

Grant Number: 2011-JAGC-PALM-4-B2-263

Federal Funds: \$ 100,000.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 100,000.00

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

CFDA Number: 16.738

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

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

SUBGRANT AWARD CERTIFICATE (CONTINUED)

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.

Clayton H. Wilder

Authorized Official
Clayton H. Wilder
Administrator

3-15-11

Date

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

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

SPECIAL CONDITION(S) / GENERAL COMMENT(S)

Grantee: Office of Criminal Justice Grants

Grant Number: 2011-JAGC-PALM-4-B2-263

Grant Title: PALM BEACH COUNTY WEED AND SEED

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

Ref# S16667: Prior to the drawdown of funds for contractual services, Palm Beach County must submit a copy of the contracts with the cities of West Palm Beach and Delray Beach to the Office of Criminal Justice Grants. Palm Beach County must also submit copies of the contracts between the cities and all service providers prior to reimbursement for services.

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

Addendum To Standard Conditions

For Subgrant Recipients receiving Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds under Federal Grant No. 2010-DJ-BX-0455, the following additional conditions apply:

**1. Funds to Association of Community Organizations for Reform Now (ACORN)
Unallowable**

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

2. Task Force Training Requirement (Revised Standard Condition 63)

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

3. High Risk Subgrantees

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

Application for Funding Assistance

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

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Subgrant Recipient

Organization Name: Palm Beach County Board of Commissioners

County: Palm Beach

Chief Official

Name: Karen Marcus

Title: Chairperson

Address: 301 North Olive Avenue

City: West Palm Beach

State: FL **Zip:** 33401

Phone: 561-355-2201 **Ext:**

Fax:

Email: kmarcus@pbcgov.org

Chief Financial Officer

Name: Peter Jannis

Title: Director of Accounting Services

Address: 301 North Olive Avenue

2nd Floor

City: West Palm Beach

State: FL **Zip:** 33401

Phone: 561-355-2306 **Ext:**

Fax:

Email: Pjannis@mypalmbeachclerk.com

Application for Funding Assistance

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

Implementing Agency

Organization Name: Palm Beach County Criminal Justice Commission
County: Palm Beach

Chief Official

Name: Michael Rodriguez
Title: Executive Director
Address: 301 North Olive Avenue, Suite 1001
City: West Palm Beach
State: FL **Zip:** 33402
Phone: 561-355-2314 **Ext:**
Fax: 561-355-4941
Email: mlrodrig@pbcgov.com

Project Director

Name: Rosalind Murray
Title: Criminal Justice Program Development Specialist
Address: 301 North Olive Avenue
City: West Palm Beach
State: FL **Zip:** 33401
Phone: 561-355-2332 **Ext:**
Fax: 561-355-4941
Email: rmurray@pbcgov.org

Application for Funding Assistance

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

Section 2: Project Overview

General Project Information

Project Title: PALM BEACH COUNTY WEED AND SEED
Subgrant Recipient: Palm Beach County Board of Commissioners
Implementing Agency: Palm Beach County Criminal Justice Commission
Project Start Date: 4/1/2011 **End Date:** 9/30/2011

Problem Identification

The Weed and Seed locations are communities in transition. This Department of Justice, evidenced based program is a strategy to reduce crime and improve neighborhoods. This project has been in existence at the federal level since 1990. The subject neighborhoods have a high percentage of residents without a high school diplomas. In the Weed and Seed areas of Delray Beach, Riviera Beach, and West Palm Beach these numbers are two - three times higher. They also experience low per capita income, usually half the per capita income of non-W&S sites. The cities all experience a high percentage of families in poverty with income less than half of that of non-W&S cities. Lastly, the graduation rates are lower in these target areas over those of the cities. In addition, W&S sites have higher segments of residents who rent rather than own their own homes. The Juvenile Crime rate is higher in these neighborhoods than the general public. All of these factors create a perfect storm scenario for the crime. As W&S continue to create a collaborative network of support some of the factors begin to change over time. Weed and Seed's collaborative network includes law enforcement, prosecution, neighborhood restoration, neighborhood involvement, after school programming and youth services. There is a concerted effort to reduce violent and drug crime. Residents become mobilized after an assessment of needs and capacity is carried out. In general the stability of a neighborhood becomes the norm as neighbors become more engaged and less afraid of taking control of their surroundings. The residents see the collaborative effect of working with local law enforcement as a positive behavior with positive consequences.

Project Summary (Scope of Work)

The Weed and Seed program is a strategy which targets neighborhoods with a distinguishable number of high crimes. The Weeding is derived from work with local law enforcement or the Sheriff to eliminate crime by targeting specific sites for structured, localized, and intensive efforts. The State Attorney is funded by the US Dept. Of Justice, Community Capacity Development Office (CCDO) to prosecute offenders and get them out of neighborhoods. There are five Weed and Seed sites in Palm Beach County, Delray Beach, West Palm Beach, Belle Glade, Riviera Beach, and Gramercy Village. Each submits their own collaborative strategy to reducing crime in their communities.

The Weed and Seed Project is in place to intervene in the social and economic conditions of the area. How? By linking services to the communities in need. The intervention includes a great deal of programming for youth in the district from music lessons to parenting classes. These programs provide intervention, and fill in gap between community needs which represent the "seeding" in the community, providing the support and strengthening necessary.

What is DEFY? = Drug Education for Youth, a program sponsored by the US Department

Application for Funding Assistance

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

of Justice and the US Navy. It works to provide intervention for children aged 9 through 12 years of age. The five to eight day summer and year long program introduces children to three things. They are:

1. To develop positive relationships with adult role models.
2. To deliver life skill training.(I can provide curriculum)
3. To deter drug use and ganng involvement.

This is an evidenced based program similar to G.R.E.A.T.

Law enforcement officer serve as the facilitators for this program. It is held at the U S Marine Barracks in West Palm Beach. It has a strong crime prevention, and intervention component.

Young people are less likely to be involved in crime if they are involved in positive, intervention programming. (Brown, 2005).

Delray Beach Weed and Seed has been in operation since 2000 when it first reveived its federal designation. They were designated a graduated site in 2005. The graduated status provided the opportunity to continue the W&S strategy in the local community. This led to an increased strengthening of the community which continues to improve the quality of life for residents in the area.

West Palm Beach

Urban Youth Impact Tutorial Program. This is an effective after-school tutorial program. These services include homework assistance, reading and math tutoring, and other activities offered to students in grades K-9. There are currently 80 students enrolled in the program. These funds will provide 2 part-time tutors. Justification has been provided by the non-proift and has been documented. 80 students is the correct number.

PAL Programming - There are two part-time Program Assistants and Tutoring Program Coordinator's expenses that will assist with all PAL Functions out of the Police Athletic League Activities Building. The major functions include after-school and athletic programs.

Salvation Army - This is a music education class providing an instructor at the Safe Haven facility as well as music equipment, supplies and music education.

Drug Education For Youth (DEFY) A request is being made so that we may provide the Drug Education For Youth (DEFY) Program.

This request will cover the costs to travel to Weed and Seed related conferences and meetings. We realize that prior to any travel, the site needs pre-approval.

Delray Beach -

Delray Beach Youth Vocational Charter School- This non-profit, charter school provides training in automotive repairs, life skills and GED preparation for at-risk youth. This project seeks to continue to support the salary of two counselors which provide in-depth individual and group support to at-risk youth enrolled in the alternative education program.

Application for Funding Assistance

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

Children Learning After School Sessions (C.L.A.S.S.) -
CLASS provides academic enrichment activities for school youth, engages teen mentors for younger students and provides a safe environment for the children. Program objectives include: remediation in Reading, Math, Language Arts, Spanish, FCAT assistance, computer classes and promotion of positive activities for idle teenagers.

Youth Crime Prevention Summit -
This is a community wide summer-time event that relives heavily onthe support of local law enforcement. Summer Programs from throughout the city converge to learn about gang prevention,intervention,and support of an anti- violence life style. Educational attainment and positive role models are stressed. The ages of the participants are from 5 years of age to 18 years of age. The GREAT and DARE ciriculums are used.

The Youth Sports Camp is hosted annually in partnership with XPE Sports of Boca Raton. The camp is hosted at a local school. The program focuses on academic enrichment, physical fitness and nutritional awareness. Participants prepare for FCAT through reading, math and science tutorials. All participants are identified by Guidance personnel of local schools. Participants must complete the two-day educational preparation classes to be eligible to participate in the sporting events.

Police Explorers - is a program affiliated with the Boy Scouts of America and local police departments where young people between the ages of 14 and 21 are able to interact with Police Officers, learning about their responsibilities and building a better understanding of the law enforcement community. Through involvement, the Explorer program establishes an awareness of the complexities of police service and provides an insight to those who may be interested in pursuing a career in law enforcement.

Training/Travel-
In support of training for law enforcement, support personnel, Weed and Seed Staff and community leaders engaged in the community building process. FDLE approval will be submitted prior to approval.

Drug Education for Youth (DEFY)
The Drug Education For Youth (DEFY) program was established in 1993 by the Navy's Drug Demand Reduction Task Force. DEFY is a self-esteem building program that provides kids with the tools they need to resist drugs, gangs and alcohol.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: Yes

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: Yes

Application for Funding Assistance

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

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 003 - Prevention and Education Programs

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

	Activity Description
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Activity:	Academic Tutoring
Target Group:	Children
Geographic Area:	Urban
Location Type:	Neighborhood Center
Address(es):	

C.L.A.S.S.
200 W. Atlantic Ave.
Delray Beach , FL 33444

Coalition for Community Renewal
200 W. Atlantic Ave.
Delray Beach , FL 33444

D.E.F.Y.
200 W. Atlantic Ave.
Delray Beach, , FL 33444

Delray Beach Anti Gang Initiative
200 W. Atlantic Ave.
Delray Bach , FL 33444

Delray Beach Charter School
200 W. Atlantic Ave.
Delray Beach , FL 33444

Delray Beach Youth Karate
200 W. Atlantic Ave.
West Palm Beach , FL 33444

PAL
720 Tamarind Ave.
West Palm Beach , FL 33401

Application for Funding Assistance

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Justice Assistance Grant - County-wide

Section 3: Performance

Police Athletic League
500 Tamarind Ave.
West Palm Beach , FL 33401

Slavation Army
600 Rosemary Ave.
West Palm Beach , FL 33401

Urban Youth Impact
2823 N. Austrailian Ave.
West Palm Beach , FL 33407

West palm Beach Housing Authority
1504 45th St
West Palm Beach , FL 33407

Activity Description	
Activity:	Academic Tutoring
Target Group:	Children
Geographic Area:	Urban
Location Type:	Community-based organization

Activity Description	
Activity:	Drug Prevention Education
Target Group:	Children
Geographic Area:	Urban
Location Type:	City-Wide

Activity Description	
Activity:	After School Program
Target Group:	Children
Geographic Area:	Urban
Location Type:	City-Wide

Activity Description	
Activity:	Mentoring
Target Group:	Children
Geographic Area:	Urban
Location Type:	City-Wide

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Section 3: Performance

Activity Description	
Activity:	Crime Prevention Education
Target Group:	Children
Geographic Area:	Urban
Location Type:	City-Wide

Activity Description	
Activity:	Police Athletic League
Target Group:	Children
Geographic Area:	Urban
Location Type:	Neighborhood Center

Objectives and Measures

Objective: 03.A.DS* - Number of program participants receiving services

Measure:	Part 1
	Number of program participants to receive services during the grant period
Goal:	200
Measure:	Part 2
	Number of program participants to receive services during each reporting period
Goal:	200

Objective: 05.A.DS* - Number of program slots offered through initiatives

Measure:	Part 1
	Number of program slots to be available at the start of the grant period
Goal:	80
Measure:	Part 2
	Number of program slots to be created (added) during the grant period using grant funds
Goal:	0

Objective: 06.A.BT* - Number of program participants who completed programming

Measure:	Part 1
	Number of program participants to complete programming during the grant period

Application for Funding Assistance

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

Section 3: Performance

Goal: 40

Measure: Part 2
Number of program participants who will exit programming during the grant period
(complete or not complete)

Goal: 40

Application for Funding Assistance

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

Section 3: Performance

Section Questions:

Question: If "other" was selected for the geographic area, please describe.

Answer: N/A

Question: If "other" was selected for location type, please describe.

Answer: N/A

Application for Funding Assistance

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

Section 4: Financial

General Financial Info:

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

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000785

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$100,000.00	\$0.00	\$100,000.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$100,000.00	\$0.00	\$100,000.00
Percentage	100.0	0.0	100.0

Project Generated Income:

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

Application for Funding Assistance

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

Section 4: Financial (cont.)

Budget Narrative:

CONTRACTUAL SERVICES

Contractual Services for City of West Palm Beach - \$46,616.00

Urban Youth Impact Tutorial Program (\$15,000) This is an effective after-school tutorial program. These services include homework assistance, reading and math tutoring, and other activities offered to students in grades K-9. There are currently 80 students enrolled in the program.

2 part-time tutors(\$15,000)
750 hours of tutoring x 2 part time tutors = 1,500 hours
Unit Cost = \$10.00
One unit = one hour of tutoring service
SERVICES: Reading & math Tutoring, 1500 units x \$10=\$15,000

PAL Programming (\$20,946) Police Athletic League
This crime prevention program provides safe results driven after school and weekend programming that offers tutoring to children who live in the neighborhood. PAL Staff, the two tutors provide the services.

(3) Two Part-Time Staff = \$15,925
Unit Cost = \$13.00 x 1225 units = \$15,925
One unit = One hour of Crime Prevention Programming

(1) Tutoring Program Coordinator = \$5,024
Unit Cost = \$16.00 x 314 units
One unit = 1 hour of tutoring

Salvation Army (\$6,970)
SERVICES:Music education course,
Unit cost = \$69.00 x 101 units = \$6,970 (rounded)
One unit = one hour of music instruction for youth

Drug Education for Youth (D.E.F.Y.)((\$3,700)
Providing for a week long camp (5 days) for children aged 9-12 years of age from 8 a.m. till 5:00 p.m for approximately 12 participants. . Police Officers provide instruction.
Types of Services=Mentoring, conflict resolution, decision making, educational enrichment classes, food, tee shirts, educational outings (for example to Arts & Science Museums)
Breakfast, lunch and 2 snacks 12 participants + 5 adults times 5 days
Tee shirts = 5 shirts for children; 12 participants
Educational supplies; for example, workbooks, text books, pens, pencils, paper, folders, poster boards, tape, scissors, markers, crayons
Transportation to and from various educational sites @ \$.50 a mile
one unit = one hour
\$7.71 x approximately 12 participants x 40 hours \$3,700 (rounded)

Expenses for City of West Palm Beach - \$3,384.00

Travel (\$3,384)

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Budget Narrative (Continued):

This is for Weed and Seed related conferences and meetings for city staff. The estimated cost of each trip is approximately \$564 per person for six trainings. We realize that prior to any travel, the site needs pre-approval.

Contractual Services for City of Delray Beach - \$30,000.00

Delray Beach Vocational Charter School (not for profit) \$15,000. Funds pay individual and group counseling sessions, treatment for self esteem, anger mgmt, choices, careers, abuse by professional counselors. (this provider uses DCFs standards for unit cost).

Unit=1 hour;

Unit Cost=\$35.00 group sessions

Unit Cost=\$65.00 individual sessions

143 group sessions @ \$35.00 = \$5,000 (rounded)

154 individual sessions @ \$65.00 = \$10,000 (rounded)

Total = \$15,000 (rounded)

Children Learning After School Sessions (C.L.A.S.S.)-\$10,000 After school academic prep year round program previously grant funded through Fed W&S grant; funds are gone. Academic services are offered to 50 youth, grades K-12 and held at a community center. Funds will pay for educational materials, for example, paper, pens, workbooks, books @ \$2,500; Tutors @ \$20 hr x for approximately 225 hours for \$4,500; and lite snacks/meal \$3,000

One unit = 1 hour

Cost per unit = \$31.25

320 units (hours) @ \$31.25 = \$10,000

Drug Education for Youth (D.E.F.Y.)(3,000)

Providing for a week long camp (5 days)for children aged 9-12 years of age from 8 a.m. till 5:00 p.m for approximately 10 participants. . Police Officers provide instruction.

Types of Services=Mentoring, conflict resolution, decision making, educational enrichment classes, food, tee shirts, educational outings (for example to Arts & Science Museums)

Breakfast, lunch and 2 snacks 10 participants + 5 adults times 5 days

Tee shirts = 5 shirts for children; 10 participants

Educational supplies; for example, workbooks, text books, pens, pencils, paper, folders, poster boards, tape, scissors, markers, crayons

Transportation to and from various educational sites @ \$.50 a mile

one unit = one hour

\$7.71 x approximately 10 participants x 40 hours \$3,000 (rounded)

The Youth Sports Camp (\$2,000), Education and sports training for 20 youth

Instructors salaries 3 instructors x \$20 per hour x 18 hours = \$1,080

Classroom supplies (for example paper, pencils, applicable workbooks and texts) = 920.00

1 unit= one hour \$5.55 x 18 units x 20 youth = \$2,000 (rounded)

Expenses for City of Delray Beach - \$20,000.00

Police Explorers - \$5,327 is a program affiliated with the Boy Scouts of America and local police departments. Young people between the ages of 14&21 interact with Police

Application for Funding Assistance

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Budget Narrative (Continued):

Officers. Each young person will be provided: training class room materials (notebooks, workbooks, text books, paper, pens), uniforms (shirts, pants, belts, boots, jackets). Transportation to and from local and state competitions, meal(s) while at competitions.
Unit = 1 Explorer
Unit cost = \$355.13
15 units x \$355.13 = \$5,327.00

Youth Anti-Gang Conference = \$7,750
Community Events Anti Gang Crime Prevention Event- is held at a local high school funds will purchase educational prep materials, awards, certificates, notebooks, pens, backpacks for all participants. Conference is hosted by Delray Beach Police Department from 9am - 5:00 pm for children ages 5 - 18.
Printing costs \$200.00 (signage and program theme material)
Educational materials \$1,700.00
Books, notebooks, pens/pencils \$200.00
Program Certificates \$150.00
Drawstring bags/Backpacks \$3,500.00
Lunch for 1200 youth \$2,000.00

Training/Travel
Send Delray Beach Police Officers and Program Staff to the regional/ statewide meetings
Technical Training. Staff will request prior approval from FDLE.
Preventing Crime in the Black Community Conf.
Reg: \$225 x 4=\$900
Hotel \$100/night x 4 nights x 4 people =\$1,600
Per Diem:\$38/day x 5 days x 4 people = \$760
Incidentals \$30 x 4 nights x 4 people= \$480 (tolls, taxi?s and baggage)
Total: \$3,740
Send Delray Beach Police Officers and Program Staff to the regional/ statewide meetings for
Technical Training. Prior written approval required from FDLE.
Registration: \$200 x 3 people =\$600
Airfare: \$300 x 3 people =\$900
Hotel \$119/night x 3 nights x 3 people =\$1,071
Per Diem: \$38/day x 3 days x 3 people= \$342.00
Incidentals \$30 x 3 days x 3 people = \$270 (tolls, taxis and baggage)
Total: \$3,183

Application for Funding Assistance

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

Section 4: Financial

Section Questions:

- Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?
- Answer: NA
- Question: If benefits are to be included, are they reflected in the budget narrative?
- Answer: NA
- Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.
- Answer: \$1,000
- Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.
- Answer: N/A
- Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.
- Answer: The basis for unit costs is based on historic program data established and approved by the Prevention Oversight Committee 12/22/2009. It is based upon current rates charged by service providers (some use DCF standards).

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) (<http://www.ojp.usdoj.gov/financialguide/index.htm>) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (<http://www.ojp.usdoj.gov/BJA/grant/jag.html>) 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": <https://www.flrules.org/>**
 - **Office of Management and Budget (OMB) Circulars: <http://www.whitehouse.gov/omb/circulars>**
 - A-21 (2 CFR 220), "Cost Principles for Educational Institutions"
 - A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"
 - A-102, "Grants and Cooperative Agreements with State and Local Governments"
 - A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"
 - A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"
 - A-133, "Audits of States, Local Governments, and Non-Profit Organizations"
 - **Code of Federal Regulations: <http://www.gpoaccess.gov/cfr/index.html>**
 - 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: <http://www.ojp.usdoj.gov/BJA/grant/jag.html>**
 - **United States Code: <http://www.gpoaccess.gov/uscode/index.html>**
 - 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.

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

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.

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

- 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.

- 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,

- (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

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

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. §

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.op.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

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;

- 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.

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

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

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.

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

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

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

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

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

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

63. Task Force Training Requirement

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

Application for Funding Assistance

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

Section 6: Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

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

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

Signature: Clayton H. Wilder
Typed Name and Title: Clayton H. Wilder, Community Program Administrator
Date: 3-15-11

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

Typed Name of Subgrant Recipient: Palm Beach County BCC
Signature: Burt Aaronson
Typed Name and Title: Burt Aaronson, Chairman
Date: 6/29/10

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: PBC Criminal Justice Commission
Signature: Michael Rodriguez
Typed Name and Title: Michael Rodriguez, Executive Director
Date: 6-29-10

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Contract -JAGC-PALM---

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