

Agenda Item No.

3CC-2

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 23, 2015 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing
Department:
Submitted By: Palm Beach County Sheriff's Office
Submitted For: Palm Beach County Sheriff's Office

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) **Accept** on behalf of the Palm Beach County Sheriff's Office, a Florida Department of Law Enforcement, Law Enforcement Terrorism Prevention Program grant for the Region 7 MetaData Planner/Information Sharing Project, in the amount of \$70,000, for the period of April 1, 2015 through March 31, 2016; B) **Approve** a budget amendment of \$70,000 in the Sheriff's Grant Fund.

Summary: On April 28, 2015, the Palm Beach County Sheriff's Office (PBSO) received an award from the Florida Department of Law Enforcement. The funds will be used to contract with the South Florida Regional Planning Council, as the fiscal agent for the Region 7 Metadata Planner/R-LEX Coordinator Information Sharing Project. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required. Countywide (JB)

Background and Justification: The State of Florida and South Florida Region 7 are committed to the sharing of law enforcement data statewide to ensure the best possible capabilities to identify and neutralize current and potential threats to public safety. The goal of this project is to provide support for information sharing with South Florida law enforcement agencies. The Catalog of Federal Domestic Assistance (CFDA) number is 97.067 and the Grant Number is 2015-LETP-PALM-1-L9-002.

Attachments:

1. Budget Amendment
2. FDLE Award

=====

RECOMMENDED BY: [Signature] 6-5-15
DEPARTMENT DIRECTOR DATE

APPROVED BY: pd [Signature] 6/16/15
ASSISTANT COUNTY ADMINISTRATOR DATE

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	0				
Operating Costs	\$70,000				
External Revenues	(\$70,000)				
Program Income (County)					
In-Kind Match (County)	0				
Net Fiscal Impact	0				
# Additional FTE Positions (Cumulative)	0				

Is Item Included in Current Budget: YES _____ NO X

Budget Account No.: Fund 1152 Agency 160 Org 2283 Object 3129

Reporting Category _____

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

This grant award was received through the Florida Department of Law Enforcement. There is no match requirement associated with this award. No additional positions are needed and no additional County funds are required.

Region 7 Metadata Planner/Information Sharing Project	<u>\$70,000</u>
Total Program Budget	<u>\$70,000</u>

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

Sherry Brown
OFMB
6/8 6/17

Janet Jacobson 6/10/15
Contract Administration
6-9-15 BeDheele

B. Legal Sufficiency:

James Butcher
Assistant County Attorney

C. Other Department Review:

Department Director

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

15- 0891

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Page 1 of 1

FUND 1152 - Sheriff's Grants Fund

BCEX 160 060915 1367
BCRV 160 060915 553

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
Revenues								
Region 7 Metadata Planner/Information Sharing Project								
160-2283-3129	Federal Grant - Other Public Safety	0	0	70,000		70,000		
	TOTAL REVENUES	1,519,975	\$4,467,113	\$70,000	\$0	4,537,113		
Expenditures								
Region 7 Metadata Planner/Information Sharing Project								
160-2283-9498	Transfer to Sheriff's Fund 1902	0	0	70,000		70,000		
	TOTAL EXPENDITURES	1,519,975	\$4,467,113	\$70,000	\$0	4,537,113		

Palm Beach County Sheriff's Office

INITIATING DEPARTMENT/DIVISION


Administration/Budget Department Approval

OFMB Department - Posted

Signatures

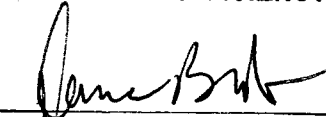
Date

By Board of County Commissioners
At Meeting of June 23, 2015

 6/5/15
6/9/15
JP 6/9

Deputy Clerk to the
Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


COUNTY ATTORNEY

Attachment # 1



Florida Department of
Law Enforcement

Richard L. Swearingen
Commissioner

APR 29 2015

The Honorable Ric Bradshaw
Sheriff
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406-3001

**Business Support
Office of Criminal Justice Grants**
Post Office Box 1489
Tallahassee, FL 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

Re: Contract No. 2015-LETP-PALM-1-L9-002

Dear Sheriff Bradshaw:

The Florida Department of Law Enforcement is pleased to award a Law Enforcement Terrorism Prevention Program grant to your unit of government in the amount of \$ 70,000.00 for the project entitled, REGION 7 METADATA PLANNER/INFORMATION SHARING PROJECT. These funds shall be utilized for the purpose of reducing terrorist activities. 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.

As you may be aware, information from subgrants and performance reports are currently provided to the Department of Homeland Security under the Federal Funding Accountability and Transparency Act (FFATA) to meet current federal transparency requirements. Contract and grant information is also provided to the State of Florida Department of Financial Services via the Florida Accountability Contract Tracking System (FACTS). This grant contract and all subsequent correlating information including general contract, performance, amendment/modification information and a copy of the grant document is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida for transparency in government spending. If this grant agreement contains confidential or exempt information not subject to disclosure under public records law, Chapter 119, F.S., (such as disclosure of equipment for certain undercover operations that may result in sensitive information on grant documents) please contact the Office of Criminal Justice Grants for information on requesting exemption from public records disclosure.

Please complete and return the enclosed Certification of Acceptance to the Office of Criminal Justice Grants 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 reimbursement of any project expenditures.

Some costs require prior written approval from OCJG, the Florida Division of Emergency Management and/or the Department of Homeland Security before beginning project activities including: a sole source procurement in excess of \$100,000; compensation for consultant services for rates in excess of \$450/day (\$56.25 per hour); publication plans; and purchase of automated data processing (ADP) equipment and software. A written request for approval is required if they are applicable to your project. You may also see a correlating special condition on your grant award in the Subgrant Information Management ON-Line (SIMON) system.

We look forward to working with you on this project. Please contact Senior Management Analyst Supervisor Martha McWilliams at (850) 617-1250 if you have any questions or we can be of further assistance.

Sincerely,

Petrina Tuttle Herring
Bureau Chief

PTH/as

Enclosures

Service • Integrity • Respect • Quality

Attachment #

2

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

Subgrantee: Palm Beach County Sheriff's Office

Date of Award:

Grant Period: From: 04/01/2015 TO: 03/31/2016

Project Title: REGION 7 METADATA PLANNER/INFORMATION SHARING PROJECT

Grant Number: 2015-LETP-PALM-1-L9-002

Federal Funds: \$ 70,000.00

Total Project Cost: \$ 70,000.00

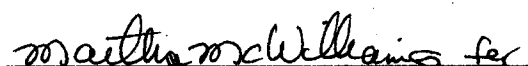
Program Area: 403P : Issue 3 - Metadata Planners (Planning)

Federal CFDA #: 97.067

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

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

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


Authorized Official
Petrina Tuttle Herring
Bureau Chief

4/28/15

Date

Application for Funding Assistance

Florida Department of Law Enforcement
Law Enforcement Terrorism Prevention

Section 1: Administration

Subgrant Recipient

Organization Name: Palm Beach County Sheriff's Office

County: Palm Beach

Chief Official

Name: Ric Bradshaw
Title: Sheriff
Address: 3228 Gun Club Road
City: West Palm Beach
State: FL **Zip:** 33406-3001
Phone: 561-688-3021 **Ext:**
Fax: 561-688-3033
Email: bradshawr@pbso.org

Chief Financial Officer

Name: George Forman
Title: Chief Financial Officer
Address: 3228 Gun Club Road
City: West Palm Beach
State: FL **Zip:** 33406
Phone: 561-688-3131 **Ext:**
Fax: 561-688-4330
Email: formang@pbso.org

Application for Funding Assistance

Florida Department of Law Enforcement
Law Enforcement Terrorism Prevention

Section 1: Administration

Implementing Agency

Organization Name: Palm Beach County Sheriff's Office

County: Palm Beach

Chief Official

Name: Ric Bradshaw

Title: Sheriff

Address: 3228 Gun Club Road

City: West Palm Beach

State: FL **Zip:** 33406-3001

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

Fax: 561-688-3033

Email: bradshawr@pbso.org

Project Director

Name: William Nugent

Title: Section Manager

Address: 3228 Gun Club Road

City: West Palm Beach

State: FL **Zip:** 33406-3001

Phone: 561-6883912 **Ext:**

Fax:

Email: nugentw@pbso.org

Application for Funding Assistance

Florida Department of Law Enforcement
Law Enforcement Terrorism Prevention

General Project Information

Project Title: REGION 7 METADATA PLANNER/INFORMATION SHARING PROJECT
Subgrant Recipient: Palm Beach County Sheriff's Office
Implementing Agency: Palm Beach County Sheriff's Office
Project Start Date: 4/1/2015 **End Date:** 3/31/2016

Problem Identification

The State of Florida and South Florida Region 7 are committed to the sharing of law enforcement data statewide, to ensure the best possible capabilities to identify and neutralize current and potential threats to public safety. The goal of this project is to provide support for information sharing with all South Florida Law Enforcement Agencies by:

- A. Developing and managing programs that are vital to the success of the fusion center (i.e., SFVFC website, providing situational awareness, promoting interdisciplinary information exchange, etc.)
- B. Developing systems and methods to accomplish the above.
- C. Participating in the planning of special events via providing actionable intelligence to stakeholders.

Project Summary (Scope of Work)

In support of this information sharing mission, the Palm Beach County Sheriff's Office is requesting grant funds to sub-contract with the South Florida Regional Planning Council as the fiscal agent for the Region 7 Metadata Planner/R-LEX Coordinator Project. The Metadata Planner will perform the scope of work delineated below:

1. Provide Information Technology Project coordination and management for all Regional Law Enforcement Information Sharing Projects, to include but not be limited to the Florida Fusion Network (FFCN) and the Regional Law Enforcement Exchange Project (R-LEX)
2. Coordinate and monitor all efforts and tasks among local agency representatives (Broward, Miami-Dade, and Monroe), vendors, the Southeast Florida Fusion Center, the Broward Sheriff's Office, and the Florida Department of Law Enforcement.
3. Plan workloads, work flows, deadlines, work objectives and time utilization with agencies, contractors and vendors; maintains and updates leadership on information sharing project plans.
4. Advise management (SEFFC) on methods for using technology to help achieve project objectives; recommends policies, rules, and guidelines for the efficient and effective use of resources.
5. Meet with managers, administrators and/or staff to ensure the established project

Application Ref # 2015-LETP-278

Section #2 Page 1 of 3

Contract -LETP-PALM- ---

Application for Funding Assistance

Florida Department of Law Enforcement
Law Enforcement Terrorism Prevention

criteria are met; collects project plan updates from agency personnel, users, and vendors.

6. Verify and report on the completeness and accuracy of project implementation.

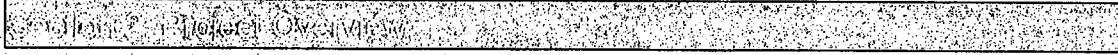
7. Maintain an inventory list of law enforcement data structure down to the agency Records Management System (RMS) level.

8. Member of a statewide Rapid Response Team, knowing where the Region's data is located, what form it is in and how the data can be obtained.

9. Work with the State Florida Law Enforcement Exchange (FLEX) Project Manager to coordinate a regional data sharing solution with the FLEX statewide target data sharing model.

Application for Funding Assistance

Florida Department of Law Enforcement
Law Enforcement Terrorism Prevention



Section Questions:

Question: Do the Subrecipient and Implementing agencies understand that this is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement? Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables as specified in the agreement.

Answer: Yes

Application for Funding Assistance

Florida Department of Law Enforcement
Law Enforcement Terrorism Prevention

CONFIDENTIAL - LAW ENFORCEMENT

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 001 - Law Enforcement Terrorism Prevention

State Purpose Area: 403P - Issue 3 - Metadata Planners (Planning)

Objectives and Measures

Objective: 403P.01 - Coordinate with law enforcement agencies and information technology staff operating the data sharing systems to identify, classify, extract, transmit and load data between systems. Provide the details of work performed this reporting period.

Measure: Part 1

During the grant period, will the Metadata Planners coordinate with law enforcement agencies and information technology staff operating the data sharing systems to identify, classify, extract, transmit and load data between systems?

Goal: Yes

Objective: 403P.02 - Coordinate application administration, training and end user support for all participating agencies within their regions. Provide the details of work performed this reporting period.

Measure: Part 1

During this grant period, will the Metadata Planners coordinate application administration, training and end user support for all participating agencies within their regions? Provide the details of work to be performed.

Goal: Yes. See Scope of Work under Project Summary Section.

Objective: 403P.03 - Perform other technical support functions as required within their assigned regions. Provide the details of work performed this reporting period.

Measure: Part 1

During the grant period, will the Metadata Planners perform other technical support functions as required within their assigned regions?

Goal: Yes

Objective: 403P.A - Briefly describe what your program's accomplishments will be. Please include any benefits or changes to be observed as a result of grant funded activities, such as program completion, or changes in attitudes, skills, knowledge, or conditions.

Measure: Part 1

Briefly describe what your program's accomplishments will be. Please include any benefits or changes to be observed as a result of grant funded activities, such as program completion, or changes in attitudes, skills, knowledge, or

Application Ref # 2015-LETP-278

Section #3 Page 1 of 2

Contract -LETP-PALM- - -

Application for Funding Assistance

**Florida Department of Law Enforcement
Law Enforcement Terrorism Prevention**



conditions.

Goal: Enhance Information Sharing among law enforcement agencies in Region 7 and the State.

Application for Funding Assistance

Florida Department of Law Enforcement
Law Enforcement Terrorism Prevention

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: 596000789

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$70,000.00	\$0.00	\$70,000.00
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 --	\$70,000.00	\$0.00	\$70,000.00
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
Law Enforcement Terrorism Prevention

Section 407, Florida Statute (05/21/05)

Budget Narrative:

I. Contractual Services

The Palm Beach County Sheriff's Office will enter into a Memorandum of Agreement (MOA) with the South Florida Regional Planning Council (SFRPC) as the fiscal agent for the Region 7 Metadata Planner/R-LEX Coordinator Information Sharing Project.

Sub-contract with SFRPC= \$70,000

TOTAL Project= \$70,000

Application for Funding Assistance

**Florida Department of Law Enforcement
Law Enforcement Terrorism Prevention**

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Section Questions:

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

Answer: 1000

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

Answer: PBSO partners with the South Florida Regional Planning Council (SFRPC), as a member of the Region 7 RDSTF to coordinate administrative/fiscal services for the contracted analysts and Metadata Planner working in the Southeast Regional Fusion Center through a Memorandum of Agreement.



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

Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 617-1250 criminaljustice@fdle.state.fl.us

**State Homeland Security (SHSP) and Law Enforcement Terrorism
Prevention (LETP) Program**

STANDARD CONDITIONS

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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. Units of government and other organizations receiving Federal financial assistance from the State shall adhere to applicable State laws and procedures except where inconsistent with Federal statutes and guidelines. The circulars and government-wide common rules specific to that organization-type also apply. Upon approval of this subgrant, the approved application and the following Standard Conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project.

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

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

- **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.gpo.gov/fdsys/>
 - 44 CFR Chapter 1, part 3, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
 - 48 CFR 1, 31, "Contract Cost Principles and Procedures"

2. Requirements for Contractors of Subgrant Recipients

The subgrant recipient assures 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 (42 U.S.C. 3711 et seq. at www.gpo.gov/fdsys/); and all other applicable State and Federal laws, orders, circulars, or regulations

3. 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 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 the OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

4. Reports

- a. Project Performance Reports

- (1) Reporting Time Frames: The subgrant recipient must submit Project Performance Reports with the same frequency as their financial reports (monthly or quarterly), thus if monthly financial reports will be submitted, monthly performance reports must be submitted. Project Performance Reports must be submitted to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Project Performance Reports must be submitted.

Failure to submit Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 16, 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. Additional information may be required if necessary to comply with federal reporting requirements.
- (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

b. Financial Reports

(1) Project Expenditure Reports

- (a) This is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables as specified in the agreement. 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 (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted.
- (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.
- (f) The report must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

(2) Financial Closeout Audit

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45)

days of the subgrant termination date.

- (b) The Financial Closeout Audit must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports Required

The subgrant recipient shall submit reports as may be reasonably required by the Department or the Division of Emergency Management.

- (1) Division of Emergency Management Time and Attendance Form to be submitted with each reimbursement claim for salaries charged to the grant.

5. 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 Financial Management Guide, U.S. Department of Homeland Security Common Rule for State and Local Governments OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. Programs that include the purchase of equipment, recipients are encouraged to review the Authorized Equipment List (AEL). If State agencies and/or local governments have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Program Manager or Preparedness Officer for clarification.
- d. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

6. 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.

7. 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 award 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. All payments must be completed within thirty (30) days of the end of the subgrant period.

8. Advance Funding

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

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. Approval of Consultant Contracts

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

11. 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 subrecipient must establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the U.S. Department of Homeland Security Financial Management Guide or the federal OMB Circulars A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

12. 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 federal OMB Circular A-110 or A-102, as applicable.

13. 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.

14. Patents

If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the Federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

- a. Unless there is a prior agreement between the subgrant recipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.
- b. The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839.
- c. Government regulations have been issued in Title 37 CFR Part 401 by the Department of Commerce.

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

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. A scanned copy of the completed audit reports or a link to the electronic audit report should be sent via email to criminaljustice@fdle.state.fl.us or mailed 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 subgrant recipient 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 subgrant recipient 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 (Grant Adjustments)

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, project director 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. Requests for changes to the subgrant agreement must be electronically signed by the subgrantee or implementing agency's chief official or the chief official's designee.
- d. Any certifications required for the requested changes, such as Sole Source or Environmental Historical Preservation (EHP) screening form, must be signed by the subgrantee or implementing agency chief official or someone with formal, written signature authority for the chief official.

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 Department of Homeland Security, 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 Homeland Security, Office of Domestic Preparedness, 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 five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<http://dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf>.

25. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency, project staff must notify the help desk for FDLE's online grants management system, SIMON (Subgrant Information Management Online) so that the organization can be updated in SIMON. Whenever the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

26. 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.

27. Civil Rights Compliance

- 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, implementing agencies, and contractors 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. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment. The subgrant recipient must notify program participants and beneficiaries that it does not discriminate on the basis of race, color,

national origin, religion, sex, disability, and age in the delivery of services or benefits on in employment practices.

- c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.

- d. Equal Employment Opportunity Plans

- (1) A subgrant recipient or implementing agency must comply with EEO Requirements.

- e. In the event a Federal or State court or 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 FDLE.
- f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
- h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE.
- i. The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.
- j. The subgrant recipient must have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subgrantee/implementing agency with FDLE.
- k. Any discrimination complaints file with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

- l. 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).

- m. Limited English Proficiency (LEP)

In accordance with 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 www.lep.gov. FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.

28. 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.

29. National Environmental Policy Act (NEPA)/ Environmental and Historic Preservation (EHP)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Environmental and 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 and Historic Preservation Screening Form, as directed by Department of Homeland Security, Federal Emergency Management Agency.
- 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 Homeland Security, Federal Emergency Management Agency, agrees to cooperate with the Department of Homeland Security, Federal Emergency Management Agency in any preparation by Department of Homeland Security, Federal Emergency Management Agency of a national or program environmental assessment of that funded program or activity.

30. 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 Government wide 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.

31. 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.

32. 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.

33. Additional Restrictions on Lobbying

The subgrant 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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).

39. 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 subgrant recipient agrees to maintain an administrative file documenting the meeting of this requirement.

40. Human Research Subjects

Subgrant recipient 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.

41. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Department of Homeland Security, Federal Emergency Management Agency. Compliance with these requirements will be monitored by FDLE.

42. 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.

43. 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.

44. 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.

45. 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.

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

For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both the employee and the employee's direct supervisor having firsthand knowledge of the work performed by the employee. The forms must be submitted semi-annually and may not be signed prior to the end of the reporting period. Certifications must be provided to cover the entire grant period.

47. Timesheets

Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent in project activities.

48. Additional Documentation of Personnel for Department of Financial Services

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project related activities in accordance with the contract agreement.

49. 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

50. High Risk Subgrant Recipients

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 Homeland Security determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

51. Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

52. System for Award Management (SAM)

The subgrant recipient must maintain the currency of its information in SAM until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

53. Maximum Allowable Salary

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov/oca/10tables/indexSES.asp>.) (A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

54. Expenses Related to Conferences, Meetings, Training, and Other Events

The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events.

55. Environmental Requirements and Energy

For subgrants in excess of \$100,000, the subgrant recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

The subgrant recipient must comply with Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**Florida Department of Law Enforcement
Law Enforcement Terrorism Prevention**

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.

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

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

Implementing Agency
Official, Administrator or Designated Representative

Date: _____