

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

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Meeting Date: February 8, 2022 [X] Consent [ ] Regular
[ ] Ordinance [ ] Public Hearing

Department: CRIMINAL JUSTICE COMMISSION
Submitted For: CRIMINAL JUSTICE COMMISSION
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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to:**

**A) ratify** the Mayor’s signature on FY20 Florida Department of Law Enforcement (FDLE), Edward Byrne Memorial Justice Assistance Grant (JAG) award number 2021-JAGC-PALM-4-3B-112 in the amount of \$20,000 to fund PalmFUSE from October 1, 2020 through September 30, 2022.

**B) approve** a downward budget amendment of \$57,263 in the Criminal Justice Service Grant Fund to adjust to award amount.

**C) approve** the elimination of the grant-funded Program Coordinator position from the CJC staffing complement.

**Summary:** On November 2, 2021 the Board ratified the Mayor’s signature on the JAG Grant applications (R2021-1623). Palm Beach County was allocated \$20,000 in FY20 JAG funds (County FY21) to fund PalmFuse from October 1, 2020 through September 30, 2022. The grant was budgeted for \$77,263, which was an estimate based on prior year FDLE funding. This downward budget amendment reduces the grant budget to the final award amount of \$20,000. Due to time constraints, the award was signed to expedite the process of accepting the application. The PalmFUSE Program was a 3-year pilot project designed to break the cycle of incarceration and homelessness among individuals with complex behavioral health challenges. Grant funding was allocated to fund a Program Coordinator (pay grade 30) position. The grant funding for this position ended September 30, 2021. Therefore, staff is requesting approval to eliminate this position from the CJC staffing complement. **No county match is required. Countywide (JW)**

**Background and Justification:** The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. It provides state and units of local government with critical funding necessary to support a broad range of program areas.

- Attachments:**  
1) Grant Award from FDLE (2021-JAGC-PALM-4-3B-112)  
2) Budget Amendment Fund 1507

=====
Recommended by: [Signature] Department Director 1/19/22 Date
Approved By: [Signature] Deputy County Administrator 1/26/2022 Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Personal Services	\$20,000				
Operating Costs					
Grants & Aids					
External Revenues	(\$20,000)				
Program Income (County)					
In-Kind Match (County)					
<b>Net Fiscal Impact</b>	<b>\$0*</b>				

# ADDITIONAL FTE  
POSITIONS  
(Cumulative)

Is Item Included In Current Budget? Yes X No \_\_\_  
Does this item include the use of federal funds? Yes X No \_\_\_


Budget Account Exp No: Fund 1507 Department 762 Unit 7721  
Object 1000s, 2000s  
Rev No: Fund 1507 Department 762 Unit 7721 RevSc 3129

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

Fund: 1507 Criminal Justice Grant Fund  
Unit: 7721 JAG State Solicitation 2021 (FDLE)  
Grant: Florida Department of Law Enforcement (FDLE) Edward Byrne Memorial Justice Assistance Formula Grant (JAGC)


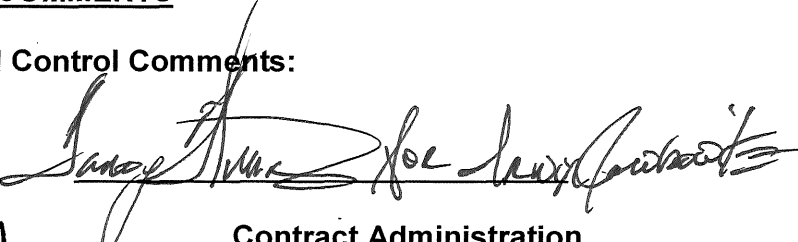
\*The grant was budgeted for \$77,263, which was an estimate, based on prior year FDLE funding. This downward budget amendment reduces the grant budget to the final award amount of \$20,000. The \$20,000 was spent in FY21. A grant carryforward was submitted December 2021.

Departmental Fiscal Review: \_\_\_\_\_

  
Mariana Diaz  
DC=org, DC=pbcbgov,  
OU=Enterprise, OU=PSD,  
OU=Users, CN=Mariana Diaz,  
E=MDiaz@pbcbgov.org  
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**III. REVIEW COMMENTS**

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

   
OFMB <sup>mt 1/14/22</sup> <sup>UM</sup> <sub>AP 1/19/22 1/19</sub> Contract Administration  
1-24-22 TW

**B. Legal Sufficiency:**

  
Assistant County Attorney

**C. Other Department Review:**

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

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

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

**CERTIFICATE OF SUBAWARD**

Subrecipient: Palm Beach County Board of Commissioners

Subrecipient DUNS: 078470481

Date of Award: 10/04/2021

Grant Period: From: 10/01/2020 TO: 09/30/2022

Project Title: PALMFUSE

Subgrant Number: 2021-JAGC-PALM-4-3B-112

Federal Funds: \$20,000.00

Matching Funds: \$0.00

Total Project Cost: \$20,000.00

CFDA Number: 16.738

Federal Award Number: 2020-MU-BX-0006

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research and Development: No

Indirect Cost: No

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A subaward agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Palm Beach County Board of Commissioners (herein referred to as "Subrecipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Subrecipient in accordance with the terms and conditions set forth in the subgrant agreement, and

WHEREAS, the Department has available funds resulting from a federal Edward R. Byrne Memorial Justice Assistance Grant award issued under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and

WHEREAS, the Subrecipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Subrecipient has provided an executed agreement to the Department.

NOW THEREFORE, in consideration of the foregoing:

A subaward is hereby made to the Subrecipient identified above. The subaward is for the amount and time period specified above.

This award is a cost-reimbursement agreement. Requests for reimbursement must be submitted on either a monthly or quarterly basis, as designated in the Financial Section of the agreement. The Subrecipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s) and not eligible for payment under another state or federal funding source. Supporting documentation includes, but is not limited to: timesheets, activity reports, paystubs, third-party contracts, quotes, procurement documents, equipment inventory records,

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


**CERTIFICATE OF SUBAWARD (continued)**

purchase orders, original receipts, invoices, canceled checks or EFT records, or bank statements, as applicable. Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and requested supporting documentation.

The Subrecipient must provide Performance Reports on either a monthly or quarterly basis, as designated in the Performance Section of the agreement, to the Department attesting to the progress toward deliverables and to validate the required minimum acceptable level of service performed. Performance Reports are due no later than 15 days after the end of each reporting period.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, and/or the Office of Management and Budget (OMB) Uniform Grant Requirements (2 C.F.R. Part 200), in their entirety. It is also subject to the standard and special conditions attached and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government.

Failure to comply with provisions of this agreement, or failure to meet minimum performance specified in the agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the agreement and OMB Uniform Guidance 200.338 - 200.342.

  
\_\_\_\_\_  
Authorized Official  
Cody Menacof  
Bureau Chief

10-6-21  
\_\_\_\_\_  
Date

This award is subject to the special conditions (if any) prescribed below.

Ref# S48393: A risk assessment completed at the time of application review determined this project is low-risk and requesting funds in the salaries and benefits budget category. As a result, backup documentation supporting salaries and benefit expenditures must accompany the first and last reimbursement requests submitted for approval. All other backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Ref# S49276: During application review, it was noted the Subrecipient's SAM.gov registration will be expiring within the next 60 days. In order to prevent delays in payment, the Subrecipient should renew their registration in SAM.gov prior to November 10, 2021.

Ref# S49315: At the time of application approval, the Palm Beach County Board of Commissioners had not submitted a current EEO Plan, and/or Approval Letter to the Office of Criminal Justice Grants. The documents must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

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Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: Palm Beach County Board of Commissioners

Subgrant Number: 2021-JAGC-PALM-4-3B-112

Project Title: PALMFUSE

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

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

Palm Beach County Board of Commissioners  
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)



09/29/2021

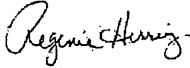
Signature

Date

Dave Kerner, Palm Beach County Mayor

Printed Name and Title

Palm Beach County Criminal Justice Commission  
Authorizing Official (Official, Administrator, or Designated Representative)



09/30/21

Signature

Date

Regenia Herring, Executive Director, Criminal Justice Commission

Printed Name and Title

Florida Department of Law Enforcement  
Office of Criminal Justice Grants



10-6-21

Signature

Date

Cody Menacof, Bureau Chief

Printed Name and Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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COUNTY ATTORNEY

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

**SPECIAL CONDITIONS**

Subrecipient: Palm Beach County Board of Commissioners

Subgrant Number: 2021-JAGC-PALM-4-3B-112

Project Title: PALMFUSE

Pass-through Entity: Florida Department of Law Enforcement

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In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S48393: A risk assessment completed at the time of application review determined this project is low-risk and requesting funds in the salaries and benefits budget category. As a result, backup documentation supporting salaries and benefit expenditures must accompany the first and last reimbursement requests submitted for approval. All other backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

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# Application for Funding Assistance

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

## Section 1: Administration

### Subgrant Recipient

**Organization Name:** Palm Beach County Board of Commissioners  
**County:** Palm Beach

### Chief Official

**Name:** Dave Kerner  
**Title:** Mayor  
**Address:** 301 North Olive Avenue  
Suite 1201  
**City:** West Palm Beach  
**State:** FL **Zip:** 33401-4700  
**Phone:** 561-355-2203 **Ext:**  
**Fax:**  
**Email:** dkerner@pbcgov.org

### Chief Financial Officer

**Name:** Joseph Abruzzo  
**Title:** Clerk & Comptroller  
**Address:** 301 North Olive Avenue  
9th Floor  
**City:** West Palm Beach  
**State:** FL **Zip:** 33401-4700  
**Phone:** 561-355-4995 **Ext:**  
**Fax:**  
**Email:** jabruzzo@mypalmbeachclerk.com

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# Application for Funding Assistance

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

## Section 1: Administration

### Implementing Agency

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

**County:** Palm Beach

### Chief Official

**Name:** Regenia Herring

**Title:** Executive Director

**Address:** 301 North Olive Avenue

**City:** West Palm Beach

**State:** FL **Zip:** 33401-4700

**Phone:** 561-355-2314 **Ext:**

**Fax:**

**Email:** rherring@pbcgov.org

### Project Director

**Name:** Jacqueline Jackson

**Title:** Palm FUSE Program Coordinator

**Address:** 301 North Olive Avenue

Suite 1001

**City:** West Palm Beach

**State:** FL **Zip:** 33401-4700

**Phone:** 561-355-3396 **Ext:**

**Fax:**

**Email:** Jjackson4@pbcgov.org

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# Application for Funding Assistance

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

## Section 2: Project Overview

### General Project Information

**Project Title:** PALMFUSE  
**Subgrant Recipient:** Palm Beach County Board of Commissioners  
**Implementing Agency:** Palm Beach County Criminal Justice Commission  
**Project Start Date:** 10/1/2020      **End Date:** 9/30/2022

### Problem Identification

Palm Beach County, under the leadership of the Criminal Justice Commission, has been chosen as a partner site in the John D. and Catherine T. MacArthur Foundation Safety and Justice Challenge. The goal of this competitive grant project is to reduce local jail populations without compromising public safety and to address racial and ethnic disparities within those populations.

Palm Beach County has developed several strategies with this goal in mind. PalmFUSE is one of the strategies developed to reduce the jail population by identifying individuals admitted to the jail three or more times in two years who access behavioral health services and have a documented episode of homelessness in the County. These individuals are the highest utilizers of services in these systems with repeated assessments, use of jail beds, and medical and behavioral health crisis services resulting in high costs from the cycling through these systems with no clear path for ending their cycle. From July 2019 through March 2021, the program identified 186 individuals admitted to the jail three or more times in a 24 month period that also accessed behavioral health and homeless services within the County. These individuals had a total of 838 bookings and used 16,893 jail bed days costing \$2,280,588.75 (bed days x \$135 per day). In working to end this cycle, Palm Beach County has partnered with the New York-based Corporation for Supportive Housing (CSH) and multiple local service agencies and non-profits to address this problem. CSH has developed a model known as FUSE (Frequent Users Systems Engagement). The FUSE model, which will be described further below, incorporates supportive housing with wraparound services to create intervention leading to an environment in which these frequent utilizers can stabilize their lives. Its goals mirror those of Palm Beach County's reentry program as all of the frequent utilizers have been previously incarcerated and are seeking to avoid further incarceration.

PalmFUSE is a pilot project under the MacArthur Safety and Justice Challenge; however, due to limited funding, the PalmFUSE Program Coordinator position was approved to be funded through the continuation grant from 2020-JAGC-PALM-4-5R-047 and 2020-JAGC-PALM-1-Y5-092. The position has been filled and the PalmFUSE Program Coordinator began work on 3/26/2018. The Coordinator planned, coordinated, implemented and currently oversees program and contractual operations. This position organizes and ensures contractual provisions and program protocols are in place and adhered to.

The PalmFUSE pilot program has met many milestones since implementation. Palm Beach County entered into contracts with The Lord's Place and Gulfstream Goodwill Industries to provide housing and wraparound case management services to PalmFUSE clients. Since entering into contracts the program has been able to locate and engage potential participants by enhancing the outreach. The providers have housed 12 individuals in permanent supportive housing who are

actively participating  
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# Application for Funding Assistance

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

## Section 2: Project Overview

in case management services. Case managers work with the participants to develop individualized service plans. However, participation in the identified wraparound services is voluntary. The participants interested in receiving services are provided, linked, or referred to any service necessary to help them achieve independence and long-term recovery. Wraparound services offered include, but are not limited to, supportive housing, mental health treatment, medical services, substance abuse treatment, psychiatric services, life skills development, peer support services, vocational training, assistance obtaining Social Security Income (SSI) / Social Security Disability Insurance (SSDI), food stamps, and financial literacy. In the 24 months prior to entering into the program the participants had a total of 64 bookings and collectively 702 bed days. Since entering into the program none of the participants have been arrested or required crisis stabilization. Thus far, 75% of participants have been connected with mental health services, 50% with substance abuse services and 50% have a primary care provider. Due to the vulnerability of the PalmFUSE participants, many of whom have experienced lengthy periods of homelessness and struggle with substance use and mental health issues, participants vary in their motivation to engage in treatment services. Peer specialists who have lived experience with recovery, homelessness, and/or the criminal justice system, work closely with PalmFUSE participants to continually try to engage them in services.

In October 2020, Palm Beach County entered into a contract with The Lord's Place to expand the pilot project and serve at least 13 additional participants. The provider has enrolled an additional six participants into the program, providing them with permanent supportive housing and offering wraparound case management services. In the 24 months prior to entering into the program the six participants had a total of 27 bookings and collectively 1163 bed days. Data will continue to be collected on all participants while they are enrolled in PalmFUSE.

### Project Summary (Scope of Work)

Necessary personnel includes a PalmFUSE Program Coordinator, who is the subject of this grant application. The PalmFUSE Program Coordinator shall be responsible for overseeing the implementation and then management of the PalmFUSE project. Palm Beach County hired the PalmFUSE Program Coordinator, who is a full-time county employee, in March 2018. The PalmFUSE Program Coordinator is responsible for overseeing program coordination and ensuring service delivery. The PalmFUSE Program Coordinator coordinates the execution and implementation of contracts. The PalmFUSE Program Coordinator will manage contracts with The Lord's Place (TLP), the local non-profit agency contracted to provide permanent supportive housing and wraparound case management, and the contract with the School of Criminology and Criminal Justice of Florida Atlantic University (FAU), the research partner for this program. The PalmFUSE Program Coordinator coordinates and monitors the provider's efforts through meetings and reviewing, auditing, and collecting program documentation within the Homeless Management Information System (HMIS). HMIS is the data system utilized by the County's Continuum of Care (COC), which allows for service documentation, service enrollments, assessments, identified needs and other pertinent information to be shared. The PalmFUSE Program Coordinator is an active member of the COC and attends monthly meetings as required to have access to HMIS. The PalmFUSE Program Coordinator reports to and consults with the policy committee through quarterly meetings.

PalmFUSE Program Coordinator, who is a full-time county employee, in March 2018.

# Application for Funding Assistance

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

The PalmFUSE Program Coordinator coordinated the execution and implementation of the new contract with The Lord's Place effective October 01, 2020 to expand the pilot program through September 30, 2021. The PalmFUSE Program Coordinator oversees program coordination, service delivery, and day to day management of the program. The outreach team immediately began trying locate the individuals identified as potential participants and began engagement while the housing locators worked on securing affordable housing. The first client moved into housing under this new contract on November 20, 2020 bringing the total number of PalmFUSE clients served to 13. The goal is to serve a total of 25 individuals by September 30, 2021. The PalmFUSE Program Coordinator will continue to manage the contract with the School of Criminology and Criminal Justice of Florida Atlantic University (FAU), the research partner for this program through November 13, 2021. On a monthly basis the PalmFUSE Coordinator ensures deliverables are being met by monitoring program expenses and invoices for both contracts. The PalmFUSE Coordinator monitors the provider's efforts through meetings and weekly reviewing, auditing, and collecting program documentation within the Homeless Management Information System (HMIS). Data collected from the service providers includes service documentation, service enrollments, assessments, identified needs and other pertinent information. This data is sent to FAU to assist with obtaining the required data for the PalmFUSE program evaluations. FAU will evaluate the program process, outcomes and provide a cost benefit analysis by November 13, 2021. As an active member of the COC the PalmFUSE Program coordinator attends the required monthly meetings every third Wednesday of the month to maintain membership.

The minimum standards for the PalmFUSE Program Coordinator are set forth in that position's job description. The PalmFUSE Program Coordinator coordinates meetings of the policy team; serves as a central point of contact managing communications with providers and community partners; monitors program expenses and invoices; negotiates, writes, and amends program contracts as necessary; coordinates with housing locators, case managers, and program evaluators; assists with ongoing data collection with the research partner; and assumes responsibility for the day-to-day management of the project.

The deliverable for this agreement is the quarterly performance by the PalmFUSE Program Coordinator of the tasks and activities described in the scope of work in accordance with the job description for this position. Documentation for deliverables will include hours worked and pay stubs. All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be reimbursed.

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Application Ref # 2021-JAGC-3942

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Contract # 2021-JAGC-PALM-4-3B-112

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

# Application for Funding Assistance

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

## Section 2: Project Overview

### Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 75

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 1320134

Question: What is the address of the location being used to provide services for this project?

Answer: 301 N. Olive Avenue #1001  
West Palm Beach, FL 33401

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: Yes

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: No

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# Application for Funding Assistance

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

## Section 3: Performance

### General Performance Info:

**Performance Reporting Frequency:** Quarterly

**Prime Purpose Area:** 09 - Reentry Services

**State Purpose Area:** 1G - General Questions

### Objectives and Measures

**Objective:** General Questions - General Questions for All Recipients

**Measure:** General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

**Goal:** No

**Measure:** General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

**Goal:** No

**Measure:** General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

**Goal:** No

**Measure:** General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

**Goal:** No

**Measure:** General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

**Goal:** No

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**Measure:** General 06

Application Ref # 2021-JAGC-3942

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Contract # 2021-JAGC-PALM-4-3B-112

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

# Application for Funding Assistance

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

## Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: In addition to the JAG funding the CJC will use grant funding from the MacArthur Safety and Justice Challenge to provide permanent supportive housing and case management services to participants.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: Yes community focus groups that will include discussions with criminal justice officials.

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: Hosting monthly meetings; attending community meetings as needed; attending community events; conducting outreach to minority populations

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know

Goal: N/A

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# Application for Funding Assistance

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

## Section 3: Performance

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: Reduce recidivism and reduce frequent users of mental health and homeless services.

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: Barriers will include participant's failure to follow assessment recommendations, availability of suitable housing, and difficulty locating potential participants.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: The CJC entered into a contract with The Lord's Place to expand the current pilot project. The case manager's will continue to assess and connect individuals with identified needs. Utilize the housing navigators and case manager to increase access to affordable housing by building relationships with private landlords.

State Purpose Area: 2P - Personnel

### Objectives and Measures

**Objective:** Personnel Questions - Questions for all recipients using personnel.

Measure: Personnel 1

During the grant period, approximately how many overtime hours will be funded by JAG?

Goal: 0

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Measure: Personnel 2

# Application for Funding Assistance

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

## Section 3: Performance

During the grant period, how many personnel will have their salary or pay funded, at least partially, with JAG funds?  
Goal: 1

Measure: Personnel 3  
How many new positions will be created with JAG funds during the grant period?

Goal: 0

**State Purpose Area:** R25 - Questions for recipients of an award \$25,000 or more.

### Objectives and Measures

**Objective:** R General - Reentry questions for recipients of an award \$25,000 or more.

Measure: R01  
How many employees does your office currently have on staff? Please count both full - and part-time employees.

Goal: 10

Measure: R02  
Of the employees your office currently has on staff, how many are JAG funded?

Goal: 1

Measure: R03  
What is the name of your reentry program/service? If you will operate more than one program/service, answer for each separately.

Goal: PalmFUSE

Measure: R04  
If you will operate a reentry program/service with JAG funds during the grant period, what percentage of the program's total costs will be paid for with sources other than this JAG award? If you operated more than one program, answer for each separately.

Goal: 75%

Measure: R05  
If you will operate a reentry program/service with JAG funds during the grant period, what is the initiation year of that program, regardless of when it received JAG funding? If you will operate more than one program, answer for each separately.

Goal: 2017

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# Application for Funding Assistance

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

## Section 3: Performance

Measure: R06

Are you or a partner planning or conducting an evaluation of your reentry program/service? If you will operate more than one program, answer for each separately.

Goal: Yes

Measure: R07

If you or a partner are planning or conducting an evaluation of your reentry program/service, describe the current status of the evaluation, its purpose, who is conducting the evaluation and the evaluation results if applicable. If you will operate more than one program being evaluated, answer for each separately.

Goal: The School of Criminology and Criminal Justice of Florida Atlantic University (FAU) will conduct an evaluation of PalmFUSE for a period of three years. FAU researchers will provide a process evaluation, an outcome evaluation and a cost-benefit analysis. Part of the evaluation was modified due to Covid-19 and the researchers will not continue to meet with participants to complete interviews. Data from the providers, case managers, CJC and behavioral health entities will continue to be collected.

Measure: R08

What reentry services will you provide during the grant period? If you will operate more than one program, answer for each separately. Choose all that apply from the following list: Cognitive based, Educational, Employment, Healthcare/Medicaid eligibility, Housing, Mental Health, Pro-social, Substance abuse, Transportation, Vocational, Individualized case planning, Family engagement, Other (please describe).

Goal: Supportive housing, mental health treatment, medical services, substance abuse treatment, life skills development, family engagement, peer support services, vocational training, transportation, assistance obtaining Social Security Income (SSI)/Social Security Disability Insurance (SSDI), food stamps, and financial literacy are offered through the contracted providers.

Measure: R09

When are candidates typically assessed/screened for eligibility for services, regardless of JAG funding? Choose from the following: Upon arrest/preadjudication, Within the first 6 weeks of sentencing, Within the first 6 months of sentence/time served, Post release, None of the above, Other (please describe).

Goal: A list of individuals who have 3 or more jail bookings within the past 24 months, is matched with the HMIS (Homeless Management Information System) to determine how many individuals had an episode of homelessness in the last 12 months. These matches are next cross referenced with the managing entity, Southeast Florida Behavioral Health Network to identify those with behavioral health services in the last 36 months. The individuals who appear on all 3 lists make up the potential

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# Application for Funding Assistance

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## Section 3: Performance

participants.

Measure: R10

Regardless of JAG funding, approximately how many candidates will be screened for eligibility for your reentry program/service during the grant period? Candidates are those identified at the time of arrest or referred by criminal justice professionals but who may not necessarily be deemed eligible for participation. If you will operate more than one program, answer for each separately.

Goal: Approximately 25

Measure: R11

Regardless of JAG funding, approximately how many new participants will receive services for the first time during the grant period? If you will operate more than one program, answer for each separately.

Goal: All participants will be receiving services for the first time.

Measure: R12

Regardless of JAG funding, how many total participants are currently enrolled in your reentry program/service? If you operated more than one program, answer for each separately.

Goal: 17

Measure: R13

Regardless of JAG funding, approximately how many participants will successfully complete all corrections program requirements during the grant period? If you will operate more than one program, answer for each separately.

Goal: Approximately 20

Measure: R14

Regardless of JAG funding, approximately how many participants will not complete your reentry program/service (unsuccessfully exited) for any reason during the grant period? If you will operate more than one program, answer for each separately.

Goal: It is anticipated that approximately 5 of the initial participants will not complete the program during the grant period.

Measure: R15

Are you aware that you will be required to complete the reentry questionnaire and submit it to your grant manager alongside each performance report.

Goal: Yes

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# Application for Funding Assistance

Florida Department of Law Enforcement  
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## Section 3: Performance

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# Application for Funding Assistance

Florida Department of Law Enforcement  
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## 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	Prime	Match	Total
Salaries and Benefits	\$20,000.00	\$0.00	\$20,000.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>-- Totals --</b>	<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$20,000.00</b>
<b>Percentage</b>	<b>100.0</b>	<b>0.0</b>	<b>100.0</b>

### Project Generated Income:

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

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# Application for Funding Assistance

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## Section 4: Financial (cont.)

### **Budget Narrative:**

Salaries and Benefits: \$20,000

Position: FUSE Program Coordinator \$84,675 (approx. \$26.521/hr);

Existing position previously funded at 100% on 2020-JAGC-PALM-4-5R-047.

The PalmFUSE program coordinator implements, organizes, coordinates and manages the PalmFUSE initiative under the supervision of the Manager of Criminal Justice Programs. Responsibilities include coordinating policy team and sustainability meetings, monitoring contracts, assisting with ongoing data collection, identifying potential clients from the local Client Management Information System (CMIS), collaborating with research partner Florida Atlantic University on its process and outcomes evaluation, and managing the overall project. The PalmFUSE program coordinator reports to and consults with the policy committee. PalmFUSE is part of the MacArthur Foundation Safety and Justice Challenge.

Approximate annual cost:

Salary - \$55,164 (\$26.521/hr.)

FICA - \$3,420 (6.2%)

Medicare - \$800 (1.45%)

Insurance (Health, Dental, Life and Long Term Disability) - \$19,300

Retirement Contribution FRS (10.86%) - \$5,991

Total Position Cost = \$84,675

Total Grant Funding = \$ 20,000 (23.6% of total annual position's cost)

Funds will be drawn down at 100% of the position for 3 months (July 2021 - September 2021).

Any amount over the grant allocation will be the responsibility of Palm Beach County. Grant funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

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# Application for Funding Assistance

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## Section 4: Financial

### Section Questions:

- Question: If Expenses or Operating Capital Outlay and you are procuring via inter-governmental agreement (e.g. state term contract, government contract, etc.)? If yes, identify the agency and agreement number.  
Answer: N/A
- Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.  
Answer: N/A
- Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.  
Answer: N/A
- Question: If the budget contains salaries and benefits, does this application create a new position that results in a net personnel increase?  
Answer: No
- Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.  
Answer: 5000
- Question: If the budget contains salaries and benefits and does not result in a new position, describe how the existing position was previously funded.  
Answer: Existing Position Previous Funding: 2017-JAGC-PALM-4-F9-226 (\$22,437) 2020-JAGC-PALM-1-N2-092 (\$47,435.84) and 2020-JAGC-PALM-4-5R-047 (\$71,800).
- Question: Will any procurements be made via sole source (see 2 C.F.R. 200.320(f))? If yes and the aggregate dollar amount is \$10,000 or more, include a Sole Source Justification Form.  
Answer: No

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# OFFICE OF CRIMINAL JUSTICE GRANTS SUBAWARD STANDARD CONDITIONS

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The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal grant programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2020 Project Safe Neighborhoods grants by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

## **For NCHIP and NARIP Subawards**

**Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the subrecipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

## **GENERAL REQUIREMENTS**

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

[https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: [www.gpo.gov/fdsys/](http://www.gpo.gov/fdsys/)

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

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**For NCHIP and NARIP:**

FY2020 National Criminal History Improvement Program (NCHIP) guidance

(<https://www.bjs.gov/index.cfm?ty=tp&tid=47>) ([https://www.bjs.gov/content/pub/pdf/nchip20\\_sol.pdf](https://www.bjs.gov/content/pub/pdf/nchip20_sol.pdf))

FY2020 NICS Act Record Improvement Program (NARIP) guidance

([https://www.bjs.gov/content/pub/pdf/narip20\\_sol.pdf](https://www.bjs.gov/content/pub/pdf/narip20_sol.pdf))

## DEFINITIONS

**Disallowed costs** means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

**Equipment** means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 *Capital assets*, 200.20 *Computing devices*, 200.48 *General purpose equipment*, 200.58 *Information technology systems*, 200.89 *Special purpose equipment*, and 200.94 *Supplies*.

**Fiscal Agent** refers to the agency responsible for the administration of the PSN grant programs. FDLE has been assigned as the certified Fiscal Agent for PSN grants.

**Grant agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

**Improper payment** means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

**Micro-purchase** means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

**Modified Total Direct Cost (MTDC)** means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

**Non-Federal entity** is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Non-federal pass-through entity** is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

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**Performance goal** means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

**Period of performance** means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

**Protected Personally Identifiable Information (PII)** means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

**Questioned cost** means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

**Subaward** is an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Supplies** means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

**For PSN: Task Forces** are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

## SECTION I: TERMS AND CONDITIONS

**1.0 Payment Contingent on Appropriation and Available Funds** - The State of Florida's 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 subrecipients for incurred costs is subject to available federal funds.

**2.0 Commencement of Project** - 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.

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.

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 subaward 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.

**3.0 Supplanting** - The subrecipient 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.

**4.0 Personnel Changes** - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

**5.0 Non-Procurement, Debarment and Suspension** - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient 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 subaward is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) 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;
- 2) 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;
- 3) 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 (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) 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.

**6.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

**7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

**8.0 Additional Restrictions on Lobbying** - The subrecipient 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.

**9.0 "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.

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**10.0 The Coastal Barrier Resources Act** - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

**11.0 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, F.S. shall apply.

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.

Such background investigations shall be conducted at the expense of *the employing agency or employee*.

**12.0 Confidentiality of Data** - The subrecipient (at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

**13.0 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.

**14.0 Insurance for Real Property and Equipment** - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

**15.0 Flood Disaster Protection Act** - The sub 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.

**16.0 General Appropriations Restrictions** - The subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

**17.0 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 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

**18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the subrecipient must:

- 1) 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.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

**19.0 Personally Identifiable Information Breaches** - The subrecipient (at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to

FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## SECTION II: CIVIL RIGHTS REQUIREMENTS

**1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

**2.0 Title VI of the Civil Rights Act of 1964** - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

**Equal Employment Opportunity Certification (EEOC)** - A subrecipient and/or implementing agency must submit an EEO Certification annually within 120 days of award.

**Equal Employment Opportunity Program (EEOP)** - A subrecipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

**3.0 Title IX of the Education Amendments of 1972** If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

**4.0 Equal Treatment for Faith Based Organizations** The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

**5.0 Americans with Disabilities Act** - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

**6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

**7.0 Age Discrimination Act of 1975** - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

**8.0 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, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit [www.lep.gov](http://www.lep.gov).

**9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

**10.0 Filing a Complaint** - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at [info@fdle.state.fl.us](mailto:info@fdle.state.fl.us). Any discrimination complaints filed 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.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

**11.0 Retaliation** - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

Attachment # 1

**12.0 Non-discrimination Contract Requirements** -Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

**13.0 Pass-through Requirements** - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

### SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

**1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

**2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

### SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

**1.0 Obligation of Subrecipient Funds** - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

**2.0 Use of Funds** - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

**3.0 Advance Funding** - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

#### 4.0 Performance and Reporting

**Reporting Time Frames** - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

**Failure to Submit** - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

**Report Contents** - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period 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.

**Requirement for Data on Performance and Effectiveness Under the Award** - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

**Financial Consequences for Failure to Perform** - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

**5.0 Grant Adjustments** - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, 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 affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients 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.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved subaward will only be considered under extenuating circumstances. Subrecipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

**6.0 Financial Expenditures and Reporting**

**Reporting Requirements** - The subrecipient 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 subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient 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.

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

**Submission** - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

**7.0 Project Generated Income (PGI)** - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

**Required Reports** - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

**PGI Expenditure** - Program income should be used as earned and expended as soon as possible and used to further the objectives for which the award was made.

**Submission** - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

**Unexpended PGI** - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

**8.0 Subrecipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

## SECTION V: MONITORING AND AUDITS

**1.0 Access to Records** - The Florida 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 subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient 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.

**2.0 Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

**3.0 Property Management** - The subrecipient 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 DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

**Property Use** - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage

and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

**4.0 Subaward Closeout** - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

**5.0 High Risk Subrecipients** - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**6.0 Imposition of Additional Requirements** - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

**7.0 Retention of Records** - The subrecipient 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 subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.

**8.0 Disputes and Appeals** - 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 subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient 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 subrecipient's right to appeal the Department's decision is contained in § 120, F.S., 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 Chapter 120, F.S.

**9.0 Failure to Address Audit Issues** - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

**10.0 Single Annual Audit** - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements 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 subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Attachment # 1



Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, 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 subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

## SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

**1.0 Procurement Procedures** - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

**2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).

**3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

**4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

**5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

**6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source costing \$10,000 or more, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

**7.0 Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

**Documentation** - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may

include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

**8.0 Contractual Services** - The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

**Requirements for Contractors of Subrecipients** - The subrecipient 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 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide ([https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf)); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

**Approval of Consultant Contracts** Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

**FFATA Reporting Requirements** - Subrecipients that enter into subawards of \$25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>

**9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

**10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

**11.0 Training and Training Materials** - Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at [www.ojp.gov/funding/ojptrainingguidingprinciples.htm](http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm).

**12.0 Publications, Media and Patents 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 DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

**Publication or Printing of Materials** - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs - Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-

based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

*"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

**Patents** - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

**13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

#### **14.0 Information Technology Projects**

**Criminal Intelligence Systems** - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 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. § 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. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

**State IT Point of Contact** - The subrecipient must ensure that the State IT 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 subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

**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 subrecipient 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.

**ADP Justification** - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP

equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

**15.0 Interoperable Communications Guidance** - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

**14.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

**15.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** – In accordance with the requirements as set out in 2 C.F.R. § 200.216, subrecipients are prohibited from obligating or expending grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

**16.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

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- iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

**17.0 Non-Disclosure Agreements** - No subrecipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

**18.0 Confidential Funds and Confidential Funds Certificate** - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of grant application. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

**19.0 For JAG: Task Force Training Requirement** - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed three ways:

- 1) [Regional Information Sharing Systems \(RISS\)](#) members may access the training through the secure RISS portal. Instructions may be found here: [https://28cfr.ncirc.gov/documents/Accessing\\_28CFRPart23\\_training\\_RISS.pdf](https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_RISS.pdf).
- 2) Members with a secure account through the Federal Bureau of Investigation's (FBI) [Law Enforcement Enterprise Portal \(LEEP\)](#) may log in to LEEP to access the training. Instructions may be found here: [https://28cfr.ncirc.gov/documents/Accessing\\_28CFRPart23\\_training\\_LEEP.pdf](https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_LEEP.pdf).
- 3) If your agency was previously provided with a preauthorization code, you may register for the training using that code by selecting the "LOG IN or SIGN UP" menu button located on the top left side of the home page. Enter your email address and password, then select "Preauthorization Registration."

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 addresses 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.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods at [Home page - 28 CFR Part 23 Online Training \(ncirc.gov\)](#).

**20.0 For NCHIP and NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

**21.0 For PREA: PREA Audits** - Subrecipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

## SECTION VIII: ADDITIONAL REQUIREMENTS

**1.0 Environmental Protection Agency's (EPA) list of Violating Facilities** - The subrecipient 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.

### 2.0 National Environmental Policy Act (NEPA)

The subrecipient 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 subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs

to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 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;
- 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; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient 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 subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

**3.0 National Historic Preservation Act** – The Act 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).

**4.0 Human Research Subjects** – The subrecipient 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.

#### **5.0 Disclosures**

**Conflict of Interest** - The subrecipient 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. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

**Violations of Criminal Law** - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the subaward.

**6.0 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.

**7.0 Limitations on Government Employees Financed by Federal Assistance** - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, 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.

**8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Subrecipient 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.

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**9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient 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 subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/s1001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

**11.0 Environmental Requirements and Energy** - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient 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), if any.

**12.0 Other Federal Funds** - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

**13.0 Trafficking in Persons** - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>

**14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

**15.0 Employment Eligibility Verification for Hiring Under This Award** – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.

- iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.
- vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

**16.0 Determination of Suitability to Interact with Minors** – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

**17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters:** No subrecipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the subrecipient:

- a) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- b) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- c) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, 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.

**17.0 For RSAT: State Alcohol and Drug Abuse Agency** - The subrecipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

**18.0 For RSAT: Drug Testing** - The subrecipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

**19.0 For RSAT: Opioid Abuse and Reduction** - The subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

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**20.0 For RSAT: Data Collection** - The subrecipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

**21.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

**22.0 For PSN: Media-related Outreach** - The subrecipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

**23.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, subrecipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of:  
(a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

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22 - 0316

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT

BGEX-762-1202210000000000476  
BGRV-762-1202210000000000107

FUND 1507 Criminal Justice Grant Fund

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

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 12/2/2021	REMAINING BALANCE
<b>Revenue</b>								
1507-762-7721-3129	Fed Grnt Oth Public Safety	56,683	77,263	0	57,263	20,000		
	<b>Total Revenue and Balance</b>	<b>56,683</b>	<b>77,263</b>	<b>0</b>	<b>57,263</b>	<b>20,000</b>		
<b>Expense</b>								
1507-762-7721-1201	Salaries & Wages Regular	41,303	42,076	0	42,076	0	0	0
1507-762-7721-1301	Sal & Wages Non-FRS Employee	1	1	0	1	0	0	0
1507-762-7721-1401	Salaries & Wages Overtime	1	1	0	1	0	0	0
1507-762-7721-2101	Fica-Taxes	2,561	2,702	0	2,702	0	0	0
1507-762-7721-2105	Fica-Medicare	599	632	0	632	0	0	0
1507-762-7721-2201	Retirement Contributions-FRS	4,486	3,270	0	3,270	0	0	0
1507-762-7721-2301	Insurance Life & Health	7,732	8,478	0	8,478	0	0	0
1507-762-7721-2401	Workers' Compensation	0	103	0	103	0	0	0
	<b>Total Appropriation and Expenditures</b>	<b>56,683</b>	<b>77,263</b>	<b>0</b>	<b>57,263</b>	<b>20,000</b>		

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

**Signatures** \_\_\_\_\_  
*[Signature]*  
**Date** \_\_\_\_\_  
Mariana Diaz  
DC=ptg, DC=pbccgov, OU=Enterprise, OU=PSD,  
OU=Users, CN=Mariana Diaz, E=MDiaz@pbccgov.org  
2021.12.03 16:09:51-05'00'

By Board of County Commissioners  
At Meeting of \_\_\_\_\_  
2/8/2022  
Deputy Clerk to the  
Board of County Commissioners

Attachment # 2  
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