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

Meeting Date: July 08, 2025 [X] Consent [] Regular
[] Ordinance [] Public Hearing Department: Criminal Justice Commission Submitted For: Criminal Justice Commission
EXECUTIVE BRIEF
Motion and Title: Staff recommends motion to:
 A) receive and file a grant award from the Florida Department of Law Enforcement (FDLE), Edward Byrne Memorial Justice Assistance Formula Federal Fiscal Year (FY) 2023 (County FY2024) Grant (JAG) in the amount of \$107,859 beginning October 1, 2024, through September 30, 2025 to fund equipment purchases for Countywide Law Enforcement Agencies (award number 6N153); B) delegate authority to the County Administrator or designee to execute the grant award, agreement amendments, documents, additional decuments.
amendments, documents, additional documents related to the equipment purchases and electroni grant reporting forms, related to the FDLE JAG Grant, on behalf of the Board of Count Commissioners (BCC), after approval of legal sufficiency by the County Attorney's Office, and within budget allocations that do not substantially change the scope of work, terms or conditions of the grant and
C) approve a Budget Amendment of \$43,384 in the Criminal Justice Grant Fund to adjust the budget to the actual grant award.
SUMMARY: On November 19, 2024, the BCC ratified the Mayor's signature on two (2) FDLE JAG grant applications (R2024-1584) for a total of \$348,087 (CFDA# 16.738). Due to delays with FDLE and updates in documentation requested by FDLE, grant number 6N153 was awarded on May 5, 2025, after the start of the grant period (grant period start date is October 1, 2024). The Criminal Justice Commission (CJC) approved allocating these funds in the amount of \$107,859, to purchase equipment for countywide law enforcement agencies throughout Palm Beach County to address public safety concerns and enhance the work of local law enforcement in collaboration with the Palm Beach County Sheriff's Office to reduce acts of mass violence. The awards were executed on behalf of the BCC by the County Administrator pursuant to R2024-1583 and R2024-1584 and in accordance with County PPM CW-O-051. All delegated contracts, agreements, and grants must be submitted by the initiating department as a receive and file agenda item. No County match funds are required. Countywide (HH)

Background and Justification: The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. It provides states and units of local government with critical funding necessary to support a broad range of program areas. JAG awards are based on a statutory formula with factors including population and violent crime. The Reentry Program and the purchase of equipment for law enforcement agencies align with the JAG priority areas.

Attachments:

1) Signature Authority

2) Award Agreement: FDLE Grant 6N153 - Equipment for Law Enforcement Agencies

3) Budget Amendment - Fund 1507

Recommended by Department Director Approved by:

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Personal Services					
Operating Costs					
Grants & Aids	\$107,859				
External Revenues	(\$107,859)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0*				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)		, , , , , , , , , , , , , , , , , , ,	1		
POSITIONS (CUMULATIVE)					

Is Item Included In Current Budget?	Yes	No X
Is this item using Federal Funds?	Yes X	No
Is this item using State Funds?	Yes <u>X</u>	No

Budget Account Exp No: Fund 1507 Dept. 762 Unit 7734 Obj. 8101 Rev No: Fund 1507 Dept. 762 Unit 7734 Rev.3129

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

Fund: 1507 Criminal Justice Grant Fund Department: 762 Criminal Justice Grants

Unit: 7734 JAG FDLE FY24

*This grant was budgeted as an estimate based on prior year FDLE funding. This budget amendment increases the budget by \$43,384 based on the final award amount. The CJC equipment purchases for Countywide Law Enforcement Agencies is funded by the grant award in the Criminal Justice Grant Fund. When the second award is received, an amendment will be submitted with the agenda item to establish that award in a separate unit. FDLE now requires awards for each provider.

Departmental Fiscal Review:_	Pos	Digitally signed by Marianela Diaz DN: DC-org, DC-spbogov, QU= Enterprise, QU=PSD, QU=Users, CN =Marianela Diaz, E=Rbiraz@bbc.gov Date: 2025.05.28 11:44:40-04'00'

	Departmental Fiscal Review:		Date: 2025.05.28 11:44:40-04'00'	
	III. REVIEW	COMMEN	TS:	
A.	OFMB Fiscal and/or Contract Dev. And	d Control C	omments:	
	ASDEAL 6/6/25 OFMB N-3 6/5	*****	Contract Dev. Control 76 6/9/	e/6/25 25
В.	Legal Sufficiency		ν	
	Assistant County Attorney			
C.	Other Department Review			

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

Department Director

Attachment #1



Criminal Justice Commission

301North Olive Avenue, Suite 1001 West Palm Beach, FL 33401-4705 (561) 355-4943 Fax: (561) 355-4941 www.pbc.gov/criminaljustice

Dr. Rachel Docekal, Chair Michelle Suskauer, Vice Chair Marcia Andrews, Treasurer Maria Antuña, Secretary

Palm Beach County Board of County Commissioners

Maria G. Marino, Mayor Sara Baxter, Vice Mayor Gregg K. Weiss Joel G. Flores Marci Woodward Maria Sachs

County Administrator

Bobby Powell Jr.

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer

Official Electronic Letterhead

TO: Verdenia C. Baker, County Administrator County Administration

THRU: Todd J. Bonlarron, Assistant County Administra County Administration

FROM: Angelique J. Pickett, Executive Director

Criminal Justice Commission

DATE: April 3, 2025

Signature Authority Designation for the Annual Florida Department of Law

Enforcement Edward Byrne Memorial Justice Assistance Grant (JAG) Program Federal Fiscal Year 2023 (County Fiscal Year 2024)

Award #6N153 Equipment for Law Enforcement Agencies - \$107,859.00

On November 19, 2024, the Board of County Commissioners authorized the County Administrator or designee to execute the grant award, amendments, documents, and electronic reporting forms related to the Annual Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant (JAG) Program on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budget allocations. The JAG funds will be used to sustain the Countywide Reentry Program that provides transitional services for adults and juveniles released from jail and prison to Palm Beach County. There is no match required for this funding.

The purpose of this memorandum is to request that you designate me as your designee for the purposes stated above. Attached is a copy of the recorded Agenda Item Summary for your reference.

If you agree, please sign below and return to me. Thank you for your consideration and continued support.

SIGNATURE AUTHORITY IS HEREBY GIVEN TO Angelique Pickett, Executive Director of the Criminal Justice Commission, to execute grant award, amendments, documents, and electronic grant reporting forms for the above-referenced grants on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budget allocations.

Verdenia C. Baker, County Administrator

Approved as to Form And Legal Sufficiency:

Helene Hvizd **Assistant County Attorney**

Attachment #2

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

AWARD AGREEMENT

Recipient: Palm Beach County Board of Commissioners

Recipient SAM UEI: XL2DNFMPCR44

Award Number: 6N153

Award Period: 10/01/2024 - 09/30/2025

Award Title: C-6N153 Equipment for Law Enforcement Agencies

Federal Funds: \$107,859.00 Matching Funds: \$0.00 Total Funds: \$107,859.00

CFDA: 16.738

Federal Award Number: 15PBJA-23-GG-02972-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ) Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award 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 "Recipient");

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

WHEREAS, the Department has available funds resulting from the federal award listed above, and

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

SCHEDULE OF APPENDICES

Appendix A - Scope of Work

Appendix B - Deliverables

Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions

Appendix F - Standard Conditions

PERFORMANCE REPORTING

Award Signatures

Signature: ____

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

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: 6N153
Award Title: C-6N153 Equipment for Law Enforcement Agencies
Award Period: 10/01/2024 - 09/30/2025

Date:

Florida Department of Law Enforcement Office of Criminal Justice Grants

Typed Name and Title:	Cody Menacof, Bureau Chief		
en e	Recipient Palm Beach County Board of Com	missioners	
	until signed and dated by all required p by Designee signatures must be accon s agreement.		
complete, and accurate. omission of any material	y to the best of my knowledge and belief to a maware that the provision of false, fact, may subject me to criminal, civil, or a f U.S. Code Title 18, Sections 2, 1001, 134	fictitious, or fraudadministrative cor	dulent information, or the nsequences including, but
	Recipient Chief Officia	I	
Signature:	_	Date:	
Typed Name and Title:			
Signature: Juff Printed Name and Title:	Recipient Chief Official Des	7	/24/2025
	Additional Recipient Signatures	(optional)	
If your local process re	quires additional signatures (i.e., legal,	clerk, etc.) use ti	ne spaces below.
Signature:		Date:	
Printed Name and Title:			
	·	<u>Date:</u>	Approved as to Form And Legal Sufficiency: Helene By: Hvizo Assistant County Attorney
			Page 3 of 27

Appendix B - Deliverables

Award Number:

6N153

Recipient:

Palm Beach County Board of Commissioners

Award Title:

C-6N153 Equipment for Law Enforcement Agencies

Award Period:

10/01/2024 - 09/30/2025

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1

Recipient will use federal grant funds to procure breaching kits, portable breathalyzer kits, additional mouthpieces for the breathalyzers, and window

tint meters for law enforcement.

Minimum Performance Criteria:

Performance will be the procurement and receipt of goods/services

purchased.

Financial Consequences:

This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.

Deliverable Price:

Total payments for this deliverable will be approximately \$107,859.00

Appendix D: Award Contacts

Award Number:

6N153

Recipient:

Palm Beach County Board of Commissioners

Award Title:

C-6N153 Equipment for Law Enforcement Agencies

Award Period:

10/01/2024 - 09/30/2025

Recipient Grant Manager (GM)

Name: Dawn Caveness-Davenport Title: Senior Criminal Justice Analyst Address: 301 N Olive Ave #1001

West Palm Beach, FL 33401

Phone: 561-355-3396 Email: Dcavenes@pbc.gov

Recipient Chief Official (CO)

Name: Maria G. Marino

Title: Mayor

Address: 301 N Olive Avenue

West Palm Beach, FL 33401

Phone: 561-355-2201 Email: MMarino@pbc.gov

Recipient Chief Financial Officer (CFO)

Name: Joseph Abruzzo
Title: Clerk and Comptroller

Address: 301 N. Olive Avenue 9th Floor

West Palm Beach, FL

Phone: 561-355-4995

Email: jabruzzo@mypalmbeachclerk.com

Recipient Additional Point of Contact (POC)

Name: Angelique Pickett Title: Executive Director Phone: 561-355-2314 Email: AJPickett@pbc.gov

Appendix F - FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award 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 Project Safe Neighborhoods awards 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 award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients 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://www.ojp.gov/doj-financial-guide-2022

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. 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: https://www.ecfr.gov/

2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons

28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations 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://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf and https://files.floridados.gov/media/706718/gs2-june-2023.pdf

State of Florida Statutes:

Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, Fla. Stat., Public Records

Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure

Section 215.97, Fla. Stat. Florida Single Audit Act
Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
Section 215.985, Fla. Stat., Transparency in government spending

Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award 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.

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.

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.

Recipient means a non-Federal entity that receives an award 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.

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 recipients 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 or the date of award activation (whichever is later), the recipient 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 or the date of award activation (whichever is later), the recipient 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 award 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 recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.
- 4.0 Non-Procurement, Debarment and Suspension The recipient 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 recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:
 - 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;
 - 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.

employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

- 17.0 For NCHIP & NARIP: Enhancement of Security If funds are used for enhancing security, the recipient must:
 - 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.
- 18.0 Personally Identifiable Information Breaches The recipient (or 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 award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient'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.
- 19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment, and are incorporated by reference here.
- 20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

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 recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.
- 3.0 Equal Employment Opportunity Program (EEOP) The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.
 - Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).
- 4.0 Title IX of the Education Amendments of 1972 If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.
- 5.0 Partnerships with Faith-Based and other Neighborhood Organizations The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 6.0 Title II of the Americans with Disabilities Act of 1990 Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and the DOJ implementing

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 accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded 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: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- Obligation of Funds Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform In accordance with Section 215.971, Florida Statutes, 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 recipient fails to meet the minimum level of service or performance identified in this agreement, 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 recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, 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. Amendments 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.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

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

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients 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 requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 Financial Expenditures and Reporting - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award

- 3.0 Monitoring The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award 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 award 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).
- 4.0 Property Management The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient 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 recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient 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.
- 7.0 Imposition of Additional Requirements The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf.
- 9.0 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 recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, 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, Florida Statutes.
- 10.0 Failure to Address Audit Issues The recipient 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 recipient 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.
- 11.0 Single Annual Audit Recipients that expend \$1,000,000 or more in a year in total federal award funding 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 recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "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."

while on duty. For PSN, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nii.oip.gov/topics/equipment-end-technology/body-armor.

- 8.0 Indirect Cost Rate A recipient 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.
- 9.0 Sole Source If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 10.0 Personnel Services Recipients may use award funds for eligible personnel 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. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient'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 award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 Contractual Services - The recipient 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 Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://www.ojp.gov/doj-financial-guide-2022); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award 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 recipient 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 and

Patents - Recipients 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)).

Recipients 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.

17.0 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).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient 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 recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient 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 pomography. In doing so the recipient 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 recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award 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 award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.oip.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient'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 recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 Interoperable Communications Guidance - Recipients 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.cisa.gov/sites/default/files/2023-04/fy23-safecom_guidance.pdf.

Recipients 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 recipient 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 recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

26.0 For JAG: Task Force Training Requirement - The recipient 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 https://www.centf.org/CTFLI/.

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 recipient must compile and maintain a task force personnel roster along with course completion certificates

27.0 For NCHIP & 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

SECTION VII: ADDITIONAL REQUIREMENTS

- Environmental Protection Agency's (EPA) list of Violating Facilities The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
- National Environmental Policy Act (NEPA) The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any

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

- New construction:
- 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;
 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;
- 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
- Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient 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 recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

- 3) 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.
- 19.0 Safe Policing and Law Enforcement Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoi.gov/SafePolicingEQ.
- 20.0 For JAG: Extreme Risk Protection Programs Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
- 21.0 For RSAT: State Alcohol and Drug Abuse Agency The recipient 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.
- 22.0 For RSAT: Drug Testing The recipient 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.
- 23.0 For RSAT: Opioid Abuse and Reduction The recipient 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.
- 24.0 For RSAT: Data Collection The recipient agrees that award 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 award funds.
- **25.0** For RSAT: Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.
- 26.0 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.
- 27.0 For PSN: Media-related Outreach The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 28.0 For NCHIP & NARIP: 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 recipient 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.
- 29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems In accordance with federal award conditions, recipient agrees all activities supported under this award must:

Attachment #3

PALM BEACH COUNTY, FLORIDA BUDGET AMENDMENT

BGRV 762-05222500000000000486

BGEX <u>762-05222500000000001339</u>

FUND 1507 Criminal Justice Grant Fund

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 05/22/25	REMAINING BALANCE
<u>REVENUES</u>									
1507-762-7734-3129	Fed Grnt Oth Public Safety	JAG FDLE FY24	0	304,703	43,384	0	348,087		
	Total Fund Revenues		514,878	1,117,592	43,384	0	1,160,976		
EXPENDITURES									
1507-762-7734-8101	Contributions Othr Govtl Agncy	JAG FDLE FY24	0	64,475	43,384	0	107,859	0	107,859
	Total Fund Expenditures		514,878	1,117,592	43,384	0	1,160,976		

So	Digitally signed by Marianela Diaz DN: DC=org, DC=pbcgov, OU= Enterprise, OU=PSD, OU=Users, DATES CN=Marianela Diaz, E=MDiaz@ pbc.gov Date: 2025.06.04 09:03:57-04'00'					
t/Division						
ASTURE 6/6/25						
Administration/Budget Department Approval						
OFMB Department - Posted						

BY BOARD OF COUNTY COMMISSIONERS				
At Meeting of:	8-Jul-25			
To the second se				
Deputy Clerk to the Board of County Commissioners				