BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 16,2011 Division: OMB

Bulk Item: Yes ☒ No ☐ Department: Grants Administration
Staff Person: Lisa Tennyson x4444

AGENDA ITEM WORDING: Authorization for the Mayor to execute a Memorandum of Understanding with US Fellowship dba Heron Peacock Supported Living for the Recidivism Prevention for Mentally Ill Adults with Criminal and Substa nce Abuse Histories Program, for the period from Oct 1, 2011 through Sept 30, 2012.

ITEM BACKGROUND: Federal funds are provided through the Florida Department of Law Enforcement. Substance Abuse Policy Advisory Board (SAPAB) reviews proposals and makes recommendations to BOCC for local funding of programs.

PREVIOUS RELEVANT BOCC ACTION: Approval to apply for grant funds given at August 2011 meeting. Certificate of Acceptance for Subgrant Award from FDLE is also on the agenda for this meeting.

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION: Approval

TOTAL COST: $29,859 Indirect Cost: BUDGETED: Yes ☒ No ☐

COST TO COUNTY: $0 SOURCE OF FUNDS: FDLE

DIFFERENTIAL OF LOCAL PREFERENCE: _____

REVENUE PRODUCING: Yes ☐ No ☒ AMOUNT PER MONTH_____
YEAR_____

APPROVED BY:COUNTY ATTY ☒ OMB/PURCHASING ☐ RISK MANAGEMENT ☒

DOCUMENTATION: INCLUDED: ☒ TO FOLLOW: ☐ NOT REQUIRED: ☐

DISPOSITION: _____ AGENDA ITEM #: _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: US Fellowship dba Heron Peacock Supported Living

Effective Date: 10/01/11

Expiration Date: 09/30/12

Contract Purpose/Description: Funds provided through FDLE Agreement for Heron Peacock Supported Living Recidivism Prevention Program for Mentally Ill Adults with Criminal and Substance Abuse Histories.

Contract Manager: Lisa Tennyson (Name) 4444 (Ext.) OMB/Grants Mgt. (Department)

for BOCC meeting on 11/16/11

Agenda Deadline: 11/1/11

CONTRACT COSTS

Total Dollar Value of Contract: $29,859

Current Year Portion: $29,859

Budgeted? Yes X No

Account Codes: 125-06052-530490-GG1124-530340

Grant: $29,859.00

County Match: $0

ADDITIONAL COSTS

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	11-1-11	Yes☐ No☑		11-1-11
Risk Management	10-31-11	Yes☐ No☑		10-31-11
O.M.B./Purchasing	10-28-11	Yes☐ No☑	Penny Lupiani	10-31-11
County Attorney	10/26/11	Yes☐ No☒	Christine Billett-Barrows	10/26/11

Comments:____

OMB Form Revised 9/11/95 MCP #2

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FUNDS AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of November, 2011, by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, hereinafter referred to as "COUNTY," and U.S. Fellowship dba Heron-Peacock Supported Living, hereinafter referred to as "AGENCY."

WITNESSETH

WHEREAS, the Florida Department of Law Enforcement has awarded a sub-grant of Edward Byrne Memorial Justice Assistance to the COUNTY to implement the Heron Peacock Recidivism Prevention for Mentally Ill Adults With Criminal And Substance Abuse Histories program; and

WHEREAS, the County is in need of an implementing agency to provide said services under this Program; and

WHEREAS, the AGENCY is the sole provider of this program; and

WHEREAS, the COUNTY has agreed to disburse the Edward Byrne Memorial Assistance Grant funds to the AGENCY in accordance with the COUNTY'S application for the Edward Byrne Memorial Assistance Grant.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and the AGENCY agree as follows:

1. TERM - The term of this Agreement is from October 1, 2011 through September 30, 2012, the date of the signature by the parties notwithstanding, unless earlier terminated as provided herein.

2. SERVICES - The AGENCY will provide services, in compliance with all provisions, as outlined in the COUNTY'S Edward Byrne Memorial Justice Assistance Sub-grant Award, attached and made a part hereof (Attachment C).

3. FUNDS - The total project budget to be expended by the AGENCY in performance of the services set forth in Section 2 of this agreement shall be the total sum of $29,859. All funds shall be distributed and expended in accordance with the Project Budget Narrative as outlined in the grant agreement.

4. INCORPORATION BY REFERENCE - The provisions of those certain documents entitled "State of Florida Office of Criminal Justice Grants Florida Department of Law Enforcement Sub-grant Award Certificate and Application" and all laws, rules and regulations relating thereto are incorporated by reference (Attachment C).

5. BILLING AND PAYMENT

(a) The AGENCY shall comply with the program and expenditure reporting requirements for Byrne Grant funds. The AGENCY shall render to the COUNTY **a detailed a quarterly performance report not later than 7 days after the end of each quarter**. The quarterly performance reports must include a response to all objectives included in your project, as described in the Performance section in the grant agreement. A detailed narrative, reflecting on accomplishments, challenges, etc. is required as part of this quarterly report. The AGENCY shall render to the COUNTY, **monthly itemized invoices, not later than 30 days after the end of each month**, properly dated, describing the services rendered, the cost of the services, and all other information required. The original invoice shall be sent to:

Grants Administrator
1100 Simonton Street
Key West, FL 33040

(b) Payment shall be made after review and approval by the COUNTY within thirty (30) days of receipt of the correct and proper invoice submitted by the AGENCY.

7. TERMINATION - This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party. The COUNTY shall not be obligated to pay for any services provided by the AGENCY after the AGENCY has received notice of termination. In the event there are any unused Residential Substance Abuse Treatment Funds, the AGENCY shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

8. ACCESS TO FINANCIAL RECORDS - The AGENCY shall maintain appropriate financial records which shall be open to the public at reasonable times and under reasonable conditions for inspection and examination and which comply with the Agreement incorporated in Section 4 of this Agreement.

9. AUDIT - The AGENCY shall submit to the COUNTY an audit report covering the term of this Agreement, within one-hundred twenty (120) days following the Agreement's lapse or early termination and shall also comply with all provisions of the Agreement incorporated in Section 4 of this Agreement.

10. NOTICES - Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

FOR COUNTY:
Grants Administrator
1100 Simonton Street
Key West, FL 33040

FOR PROVIDER:
Rick Casey, Executive Director
Heron-Peacock Supported Living
1320 Coco Plum Drive
Marathon, FL 33050

Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

11. UNAVAILABILITY OF FUNDS - If the COUNTY shall learn that funding from the Florida Department of Law Enforcement cannot be obtained or cannot be continued at a level sufficient to allow for the services specified herein, this Agreement may then be terminated immediately, at the option of the COUNTY, by written notice of termination delivered in person or by mail to the AGENCY at its address specified above. The COUNTY shall not be obligated to pay for any services provided by the AGENCY after the AGENCY has received notice of termination.

12. COMPLIANCE WITH LAWS AND REGULATIONS - In providing all services pursuant to this Agreement, the AGENCY shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted, and particularly Article 1, Section 3 of the Constitution of the State of Florida and Article 1 of the United States Constitution, which provide that no revenue of the state or any political subdivision shall be utilized, directly or indirectly, in aid of any church, sect or religious denomination or in aid of any sectarian institution. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement immediately upon delivery of written notice of termination to the AGENCY. If the AGENCY receives notice of material breach, it will have thirty days in order to cure the material breach of the contract. If, after thirty (30) days, the breach has not been cured, the contract will automatically be terminated.

13. ASSIGNMENTS AND SUBCONTRACTING - Neither party to this Agreement shall assign this Agreement or any interest under this Agreement, or subcontract any of its obligations under this Agreement, without the written consent of the other.

14. EMPLOYEE STATUS – The AGENCY is an independent contractor. Persons employed by the AGENCY in the performance of services and functions pursuant to this Agreement shall have no claim to pension, worker's compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

15. INDEMNIFICATION - The AGENCY agrees to hold harmless, indemnify, and defend the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the AGENCY.

16. ENTIRE AGREEMENT

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed at Monroe County, Florida, on the day and year first written above.

(SEAL) BOARD OF COUNTY COMMISSIONERS
ATTEST: DANNY L. KOLHAGE, Clerk OF MONROE COUNTY, FLORIDA

By:_____ By:_____
Deputy Clerk Mayor/Chairman

Heron-Peacock Supported Living, Inc.

_____ By:_____
Witness

_____ Title:_____
Witness

MONROE COUNTY ATT.
APPROVED AS TO FO.
Christine Gilbert-Barrows
CHRISTINE M. LIMBERGER
ASSISTANT COUNTY ATT.
Date 10/26/11

Expense Reimbursement Requirements
This document is intended to provide basic guidelines to Human Service and Community-Based Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from the Monroe County Code of Ordinances and State laws and regulations.

A cover letter (see Attachment B) summarizing the major line items on the reimbursable expense request needs to also contain the following notarized certified statement:

"I certify that the above checks have been submitted to the vendors as noted and that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.
The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll
A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and paid payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: pay period, check amount, check number, date, payee, support for applicable paid payroll taxes.

Postage, Overnight Deliveries, Courier, etc.
A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.
A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.
A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.
For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.
A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses
A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel and Meal Expenses
Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel reimbursement requests must be submitted and will be paid in accordance with Monroe County Code of Ordinances and State laws and regulations. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Mileage reimbursement shall be at the rate established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Meal reimbursement shall be at the rates established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Non-allowable Expenses

The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non sufficient check charges, penalties and fines.

ATTACHMENT B

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of_____ to_____.

Check #	Payee	Reason	Amount
101	Company A	Rent	$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	XXX.XX
(A)	Total		$ X,XXX.XX
(B)	Total prior payments		$ X,XXX.XX
(C)	Total requested and paid (A + B)		$ X,XXX.XX
(D)	Total contract amount		$ X,XXX.XX
	Balance of contract (D C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this ____ day of _____ 201_
by_____ who is personally known to me.

_____
Notary Public

Notary Stamp

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

_____
(signature)

Date:_____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC _____

My commission expires:

OMB - MCP FORM #4

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

_____
(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

STATE OF _____ _____
(Signature of Respondent)

COUNTY OF _____ _____
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this

_____ day of _____, 200__.

_____ My commission expires:
Notary Public

AHC

FDLE

Florida Department of Law Enforcement

Gerald M. Bailey
Commissioner

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

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

OCT 3 2011

The Honorable Heather Carruthers
Mayor
Monroe County Board of Commissioners
530 Whitehead Street
Key West, FL 33040

Re: Contract No. 2012-JAGC-MONR-2-C4-246

Dear Mayor Carruthers:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of $ 29,859.00 for the project entitled, HERON-PEACOCK: RECIDIVISM PREVENTION FOR MENTALLY ILL ADULTS WITH CRIMINAL AND SUBSTANCE ABUSE HISTORIES. These funds shall be utilized for the purpose of reducing crime and improving public safety.

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

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

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

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

Sincerely,

Clayton H. Wilder
Administrator

CHW/JP/st

Enclosures

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

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2012-JAGC-MONR-2-C4-246, in the amount of $ 29,859.00, for a project entitled, HERON-PEACOCK: RECIDIVISM PREVENTION FOR MENTALLY ILL ADULTS WITH CRIMINAL AND SUBSTANCE ABUSE HISTORIES, for the period of 10/01/2011 through 09/30/2012, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

_____
(Signature of Subgrantee's Authorized Official)

_____
(Typed Name and Title of Official)

_____
(Name of Subgrantee)

_____
(Date of Acceptance)

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

SUBGRANT AWARD CERTIFICATE

Subgrantee: Monroe County Board of Commissioners

Date of Award: 9-30-11

Grant Period: From: 10/01/2011 TO: 09/30/2012

Project Title: HERON-PEACOCK: RECIDIVISM PREVENTION FOR MENTALLY ILL ADULTS WITH CRIMINAL AND SUBSTANCE ABUSE HISTORIES

Grant Number: 2012-JAGC-MONR-2-C4-246

Federal Funds: $ 29,859.00

State Agency Match:

Local Agency Match: $ 0.00

Total Project Cost: $ 29,859.00

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

CFDA Number: 16.738

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

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

SUBGRANT AWARD CERTIFICATE (CONTINUED)

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

Clayton H. Wilder

Authorized Official
Clayton H. Wilder
Administrator

9-30-11

Date

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

Application for Funding Assistance

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

Section 1: Administration

Subgrant Recipient

Organization Name: Monroe County Board of Commissioners
County: Monroe

Chief Official

Name: Heather Carruthers
Title: Mayor
Address: 530 Whitehead Street
City: Key West
State: FL **Zip:** 33040
Phone: 305-292-3430 **Ext:**
Fax: 305-292-3577
Email: carruthers-heather@monroecounty-fl.gov

Chief Financial Officer

Name: Danny Kolhage
Title: Clerk
Address: 500 Whitehead Street
City: Key West
State: FL **Zip:** 33040
Phone: 305-292-3550 **Ext:**
Fax: 305-295-3663
Email: dkolhage@monroe-clerk.com

Application for Funding Assistance

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

Section 1: Administration

Implementing Agency

Organization Name: Monroe County Board of Commissioners
County: Monroe

Chief Official

Name: Heather Carruthers
Title: Mayor
Address: 530 Whitehead Street
City: Key West
State: FL **Zip:** 33040
Phone: 305-292-3430 **Ext:**
Fax: 305-292-3577
Email: carruthers-heather@monroecounty-fl.gov

Project Director

Name: Lisa Tennyson
Title: Grants Administrator
Address: 1100 Simonton Street
Room 2-213
City: Key West
State: FL **Zip:** 33040
Phone: 305-292-4444 **Ext:**
Fax:
Email: Tennyson-Lisa@monroecounty-fl.gov

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: HERON-PEACOCK: RECIDIVISM PREVENTION FOR FOR MENTALLY ILL ADULTS WITH CRIMINAL AND SUBSTANCE

Subgrant Recipient: Monroe County Board of Commissioners

Implementing Agency: Monroe County Board of Commissioners

Project Start Date: 10/1/2011 **End Date:** 9/30/2012

Problem Identification

The proposed project will provide housing and supportive services to men and women who are mentally ill, with a history of incarceration and substance abuse. We will also monitor and educate all program clients in order to promote successful recovery, prevent drug abuse and re-incarceration.

Jails, prisons, and streets have now become the alternatives to therapeutic programs. A May 13, 2010 article in the Boston Examiner reviewed a recent report entitled "More Mentally Ill Persons are in Jails and Prisons than Hospitals: A Survey of the States". The article notes, "For every one mentally ill person in a hospital in the U.S., there are more than three in prisons". The report itself was a joint effort of the Treatment Advocacy Center and the National Sheriff's Association, and also asserts that 16% of those in prison have a serious mental illness. This compares to a 1983 finding when the percentage was 6.4%. Thus in less than three decades, the percentage of mentally ill prisoners has almost tripled.

In a recent Key West Citizen article, Monroe County Sheriff Bob Peryam, stated that in the Monroe County Correctional Facility that "we're looking at reducing the population of folks with mental health issues, drug or alcohol issues, or homeless issues. Many of these people do not need to be in jail." In fact, data provided by the Guidance Care Center of the Keys indicates that: 1) the majority of people with mental illness are low-level, non-violent offenders who are exhibiting in public symptoms of untreated mental illness. 2) Monroe County Detention Center reports that 80+% of those arrested have substance abuse problems. 3) There were 1,442 substance abuse related bookings in FY 2007-08 in Monroe County. Incarceration of a mentally ill person is considerably more expensive than it is for the average offender, since during incarceration; these offenders need ongoing mental health treatment and greater supervision. Intensive supervision is needed to prevent suicide attempts while in jail, ensure medication management/compliance and to prevent victimization by the other prisoners.

By releasing them into our community-

based offender supportive housing program, clients will have a safe residence and support services necessary to recovery and, hopefully, not returning to the criminal justice system. What is needed is stable housing, support, and safe transportation to a recovery program in place before release. These services are provided in Monroe County through Heron-Peacock Supported Living. It has been shown that once people have housing they are more receptive to participating in other programs to deal with mental health and substance abuse issues. For example, a Peacock Apartments client had left the program but relapsed and was arrested and briefly incarcerated in another county. She requested to return to Peacock and said that she "wanted to come home" where she could re-start her recovery. In addition, the supportive services we use address mental health issues, improve life skills and develop a treatment program that enables clients to

remain clean and sober, and become a productive member of our community. In fact, this past two years nine formerly incarcerated clients were among those that moved from our program to independence in the community.

Heron-Peacock not only offers a more effective recovery environment than alternatives such as homelessness, correctional institutions, and State psychiatric hospitals, they are considerably more cost effective. For example, information provided by the Monroe County Sheriff's Office indicates that it costs approximately $85.00 a day to maintain a prisoner in the County Jail. In addition, the daily cost of a stay at FL Northeast State Psychiatric Hospital is approximately $233.00. By contrast the average cost per day for our programs is $43.43 (FY 2011). H-P reduces these financial impacts by giving clients the opportunity to live as independently as possible in a safe environment and equipping them with the tools they need for recovery.

B. Problem Significance:
As described above there is a critical need to address the problems of widespread, ineffective, and often unnecessary incarceration of people who have mental illness and who have a dual diagnosis of substance abuse. (For example, the mentally ill are often incarcerated for minor misdemeanor crimes such as trespassing and loitering, which can be a result of their illness. They may not understand the charges against them, and some are incompetent to stand trial.) This hurts the criminal justice system and the taxpayers by overcrowding correctional facilities and presenting inmates who have difficult problems and need specialized and/or expensive. It can also harmfully affect a person with mental illness to the extent that they may never recover and will suffer the "revolving door" cycle of drug and alcohol abuse, possible homelessness, and returning to incarceration. Many of our severe and chronic mentally ill live on a $550 a month disability check which cannot pay for housing in Monroe County. Our non-profit is the only provider of transitional and permanent supportive housing for this population in the Florida Keys. Finally, we are helping to repair human lives that have experienced profound pain, anguish, possible indignities, hunger, addiction and loneliness.

C. Needs Assessment:
The problem of incarceration of adults with mental illness and substance abuse, especially those who are not major offenders, is very serious and is growing. According to the Strategic Plan developed by the Monroe County Criminal Justice Mental Health/Substance Abuse Diversion Planning Council (MCJMHSA), current estimates suggest that as many as 700,000 of adults entering jails each year have active symptoms of mental illness and three-quarters of these individuals meet criteria for a co-occurring addictive disorder (Gains, 2001). Almost all jail inmates with co-occurring mental illness and substance use disorders will leave correctional settings and return to the community. In addition, Monroe County is considered to be an area of critical need with inadequate resources, to meet the requirements of a disproportionately high percentage of individuals with Mental Illness or Co-Occurring Disorders, in need of services. Monroe County has the third highest incarceration rate in the State of Florida. The Homeless rate in Monroe County is the one of the highest per capita, in the State of Florida. There is only one Assisted Living Facility with a Mental Health License serving a total of 16 low-income clients (the Heron) and only one housing facility with a total of 29 beds willing to take individuals with serious mental illnesses and substance abuse (Peacock Apartments). In addition, the 2009 study showed that outreach, intake, and assessment were one of the top two areas of unmet need for the homeless.

Section 2: Project Overview

In fact, the problems of inappropriate incarceration and its link to homelessness have become so epidemic that the federal Substance Abuse and Mental Health Services Administration (SAMHSA) has identified major initiatives "to divert individuals with mental illness from the criminal justice system to mental health treatment and appropriate supported services".

Heron-Peacock Supported Living is the only supported living program of its kind in the Florida Keys for people with a history of mental illness.

Project Summary (Scope of Work)

The United States Fellowship of Florida d/b/a Heron-Peacock Supported Living proposes the project entitled Supported Housing to Prevent Recidivism or Diversion of Adults with Mental Illness & Substance Abuse. This initiative will focus on decreasing clients' return to homelessness and incarceration or re-incarceration in correctional facilities by providing competent referral and intake services, provision of housing and activities to stabilize their situation and help them with recovery and assistance with obtaining benefits e.g. Social Security income, and a supported employment program to ensure that clients have resources so that they will have income to sustain them and enable clients to function on their own and prevent repeat incarceration.

In short, our housing and supported services help people with mental illness and a history of incarceration to obtain residential, personal, and financial stability to become self-reliant; live successfully and independently in the community; and prevent recidivism. It is not an "evidence-based" program, however, it has proven to be effective and successful.

The spectrum of clients in the program includes men and women, 18 years of age and older from all backgrounds and demographic groups who may have mental health difficulties and concurrent problems with drugs or alcohol and have been incarcerated. Heron-Peacock operates two facilities, Peacock Apartments located in Key West (Lower Keys), offering independent living with supportive services for up to 31 adults. In Marathon the Heron, a licensed Assisted Living Facility (ALF) provides housing with more intensive support, for up to 16 adults with chronic or severe mental illness.

Support services include stable housing, medication management and supervision, drug screening testing and counseling, referrals to other providers for psychiatric consultations, prescriptions, medical and dental care and related services. Transportation, life skill development, supported employment, and recreational outings are other activities. Other services may include assistance with personal grooming, food service, and help with daily activities such as shopping, banking, etc.; and 24-hour staff support.

Both facilities offer educational programs, skills development, supported employment, and other constructive activities, augmented by the Personal Growth Center (PGC) operated by the Guidance Care Center in Marathon. Clients also receive assistance with applying for and obtaining benefits such as Social Security Programs. They may also seek assistance with client fees from the stabilization fund provided through a Challenge Grant. Currently we are serving

As of May 30, 2011 we have 41 clients in residence (87% occupancy), of which 19 meet the criteria for this program. Therefore 46% of present clients fall into the target

population of the proposed project, adults with a history of incarceration and dual diagnoses of mental illness and substance abuse. This is the group that will be served by our project. Though we have been successful in helping clients find permanent housing, the number of incoming clients in this target population is increasing.

OBJECTIVE:
To prevent recidivism of clients with a history of incarceration or referral as an alternative to incarceration

Activities:
1. Intake and Referral Services
The Site Manager and Team Leader will use the intake and referral process to facilitate entry into the Heron-Peacock Supported Living Program of people referred with a history of arrest and incarceration, and have a diagnosis of mental illness. Actions include initial contact with applicant, review of the referral for suitability and agreement of the applicant to accept program goals and policies, conducting background checks and excluding those with a history of violence, non-compliance with medications and other inappropriate behaviors, determining ability to pay client fees: and attempting to assist with this. The person applying is then accepted or not accepted into the program.

2. Provision of stable housing and supported services
Clients are provided with housing at Heron or Peacock, assessed through use of a personal wellness plan, appropriate supportive services are identified and implemented;

OBJECTIVE
Drug abuse prevention and intervention

Activities:
1. Drug and Alcohol Testing
The project will provide individual assessment and regular monitoring, drug and alcohol testing and program and treatment referrals to address and reduce problems of substance abuse. Staff will determine if the applicant has a history of substance abuse and discuss what the problems are. During this process clients are advised that the program does not permit drug or alcohol use and this can be grounds for discharge. Clients are drug and alcohol tested randomly on a monthly basis and immediately for cause. If someone tests positive they are counseled by staff and must agree in writing to participate in a 90-day program during which they are tested weekly and participate in recovery treatment through a program such as AA or through counseling from a recovery and treatment professional. After the initial test the client is given two more chances. A positive test twice more during the 90 days results in discharge from the program. This approach is unique and has been proven to be more effective than programs that discharge offenders after one positive test. Professionals in the field regard our program as a best practice since it assumes that people with substance abuse problems are likely to relapse and need help not punishment.

2. Recovery and Wellness
This addresses all three areas of need, mental health, drug abuse, and incarceration and includes activities directed at getting clients better and able to achieve the highest degree of independence possible and community integration. It will decrease their likelihood of being arrested and returning to incarceration and assist in their resistance to abuse drugs and alcohol since they will have a stable and viable lifestyle. Methods of

support include stabilization, entry, and continuation in the program, Wellness Recovery Action Plan (WRAP), supported employment, and related activities.

Heron-Peacock staff will provide the services including referrals to treatment programs and medical personnel. Staff members working with the project include the Program Director, Site Manager, Full-time Support Worker, and a Part-Time Support Worker. Funding for a portion of these positions is included in the program budget.

We are currently partnering with several local organizations and agencies in coordinating services to the target population. This includes Guidance Care Center of Monroe County, the Crisis Stabilization Unit at De Poo Hospital, Pre-Trial Services and the Court System, including the Public Defender's Office, and the Monroe County Jail Diversion Program, and Samuel's House. The supplies requested for the project are drug testing kits and sterile gloves.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

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

Answer: No

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

Answer: No

Application for Funding Assistance

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

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 005 - Drug Treatment Programs

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

Activity Description

Activity: Counseling
Target Group: Drug Offenders
Geographic Area: Rural
Location Type: Community-based organization

Address(es) :

Heron Peacock Apt
1320 Coco Plum Drive
Marathon , FL 33050

Activity Description

Activity: Counseling
Target Group: Mentally Ill
Geographic Area: Rural
Location Type: Community-based organization

Activity Description

Activity: Case Management
Target Group: Drug Offenders
Geographic Area: Rural
Location Type: Community-based organization

Activity Description

Activity: Case Management
Target Group: Mentally Ill
Geographic Area: Rural
Location Type: Community-based organization

Activity Description

Activity: Drug Testing

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

Target Group: Drug Offenders
Geographic Area: Rural
Location Type: Community-based organization

Activity Description

Activity: Substance Abuse Treatment
Target Group: Drug Offenders
Geographic Area: Rural
Location Type: Community-based organization

Activity Description

Activity: Job Readiness Training
Target Group: Drug Offenders
Geographic Area: Rural
Location Type: Community-based organization

Activity Description

Activity: Job Readiness Training
Target Group: Mentally Ill
Geographic Area: Rural
Location Type: Community-based organization

Activity Description

Activity: Intake and Screening
Target Group: Drug Offenders
Geographic Area: Rural
Location Type: Community-based organization

Activity Description

Activity: Intake and Screening
Target Group: Mentally Ill
Geographic Area: Rural
Location Type: Community-based organization

Objectives and Measures

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

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

Measure: Part 1

Number of program participants to receive services during the grant period

Goal: 19

Measure: Part 2

Number of program participants to receive services during each reporting period

Goal: 5

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

Measure: Part 1

Number of program slots to be available at the start of the grant period

Goal: 19

Measure: Part 2

Number of program slots to be created during the grant period using funds from this grant

Goal: 0

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

Measure: Part 1

Number of program participants to complete services during the grant period

Goal: 17

Measure: Part 2

Number of program participants who will exit services during the grant period (complete or not complete)

Goal: 15

Objective: 58.A.SI - Number of existing local initiatives

Measure: Part 1

Will this grant continue a local initiative that was begun with any other funding source, including a prior year's grant?

Goal: Yes

Application for Funding Assistance

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

Section 3: Performance

Section Questions:

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

Answer: NA

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

Answer: NA

Application for Funding Assistance

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

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: 596000749

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$29,859.00	$0.00	$29,859.00
Expenses	$0.00	$0.00	$0.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$29,859.00**	**$0.00**	**$29,859.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

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

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial (cont.)

Budget Narrative:

TOTAL BUDGET: $ 29,859

CONTRACTUAL SERVICES:

Heron-Peacock will provide approximately 1,800 hours of services to clients. The service will include: assessments, case management, drug testing, substance abuse counseling and recovery services.

Unit: 1 Service hour

Units to be provided: 1,800 (approximately)

Unit Cost: 16.59 (rounded)

1,800 units x 16.59 per unit = 29,859

TOTAL PROJECT = $ 29,859

CONTRACT:

Monroe County will execute a contract with US Fellowship DBA Heron-Peacock Supported Living for the period of Oct 1, 2011 thru Sept 30, 2012 to cover the grant period. A copy of the executed contract will be sent to FDLE.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?

Answer: NA/Services provided by contracted provider.

Question: If benefits are to be included, are they reflected in the budget narrative?

Answer: NA/Services provided by contracted provider.

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee or implementing agency, if it is the sheriff's office.

Answer: 1,000

Question: If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Answer: NA

Question: If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Answer: Unit Cost based on the following budget:

Salaries and Benefits:

Site Manager:	8,725
Team Leader:	8,936
FT Support Worker:	7,555
PT Support Worker:	3,643
Sub-total Sal/Ben:	28,859

Expenses:
Drug Test Kits and Gloves: 1,000

TOTAL: $29,859

Unit cost = 1 service hour

Total units = 1,800 (approximately)

Unit cost = 16.59 (rounded)

1,800 units x 16.59 = $29,859.

TOTAL PROJECT = $29,859

Unit cost provided by contracted provider, July 2011. Monroe County

determined funding for this project via a competitive process.

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 17 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (http://www.ojp.usdoj.gov/financialguide/index.htm) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (http://www.ojp.usdoj.gov/BJA/grant/jag.html) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**

   - **Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": https://www.flrules.org/**
   - **Office of Management and Budget (OMB) Circulars: http://www.whitehouse.gov/omb/circulars**
     - **A-21 (2 CFR 220), "Cost Principles for Educational Institutions"**
     - **A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"**
     - **A-102, "Grants and Cooperative Agreements with State and Local Governments"**
     - **A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"**
     - **A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"**
     - **A-133, "Audits of States, Local Governments, and Non-Profit Organizations"**
   - **Code of Federal Regulations: http://www.gpo.gov/fdsys/**
     - **2 CFR 175.15(b), "Award Term for Trafficking in Persons"**
     - **28 CFR 38, "Equal Treatment for Faith-Based Organizations"**
     - **28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)**
     - **28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"**
     - **28 CFR 18, 22, 23, 30, 35, 42, 61, and 63**
   - **Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: http://www.ojp.usdoj.gov/BJA/grant/jag.html**
   - **United States Code: http://www.gpo.gov/fdsys/**
     - **42 U.S.C. 3711 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: http://dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf**

2. **Allowable Costs**

   a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments

and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."

b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

3. Reports

a. Project Performance Reports

(1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 17, Performance of Agreement Provisions.

(2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

(3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

b. Financial Reports

(1) Project Expenditure Reports

(a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.

(b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.

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

(d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

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

(f) The report must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

(2) Financial Closeout Audit

(a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant termination date.

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

(3) Project Generated Income (PGI)

(a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

(b) PGI Earnings and Expenditures reports must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

4. Fiscal Control and Fund Accounting Procedures

a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.

b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.

c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

5. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

6. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of

the subgrant period.

7. Advance Funding

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

8. Trust Funds

a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.

b. The account may earn interest, but any earned interest must be used for program purposes and expended before the 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 the Bureau of Justice Assistance.

9. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

10. Program Income (also known as Project Generated Income)

a. All income generated as a direct result of a subgrant project shall be deemed program income.

b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrantee or implementing agency's chief financial officer or the chief financial officer's designee.

d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds $450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the $450 threshold does not apply.

12. Property Accountability

a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.

b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

a. The copyright in any work developed under an award or subaward, and

b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Grant No. [*contact the Office of Criminal Justice Grants for award number*] awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

16. Audit

a. Subgrant recipients that expend $500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the

subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat. , "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.

c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.

d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.

e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

f. Subgrant recipients that expend less than $500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

h. The completed audit report or written notification of audit exemption should be sent to the following address:

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

17. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

18. Commencement of Project

a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the

reasons for delay, and the expected start date.

b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

19. Excusable Delays

a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.

b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:

(1) Supplies or services to be furnished by the consultant were obtainable from other sources,

(2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and

(3) The subgrant recipient failed to reasonably comply with such order.

c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

20. Written Approval of Changes in this Approved Agreement (Grant Adjustments)

a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.

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

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

d. Requests for changes to the subgrant agreement must be electronically signed by the

subgrantee or implementing agency's chief official or the chief official's designee.

e. Any certifications required for the requested changes, such as Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrantee or implementing agency chief official or someone with formal, written signature authority for the chief official.

21. Disputes and Appeals

a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.

b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

23. Access To Records

a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.

b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.

c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

24. Retention of Records

- The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: http://dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf.

25. Personnel Changes

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

26. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.

b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

(1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.

(2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

27. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

28. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

29. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.

32. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs *Financial Guide* is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

33. Equal Employment Opportunity (EEO)

a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

b. A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of $25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.

c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of $500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.

d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees or if it does not receive any single award of $25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.

e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.

f. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

34. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

35. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

36. National Environmental Policy Act (NEPA)

a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds,

(1) New construction;

(2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;

(3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and

(4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

(5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

37. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is $100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

38. Federal Restrictions on Lobbying

a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of $100,000 or more.

b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure to file.

c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR 69, the applicant certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal

grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 39, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. Additional Restrictions on Lobbying

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

41. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon as offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

42. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.

b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals,

equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

(1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure if of clandestine methamphetamine laboratories;

(2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;

(3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;

(4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;

(5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

(6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;

(7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;

(8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and

(9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

43. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of

1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

44. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

45. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

46. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

47. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

48. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

49. Omnibus Crime Control and Safe Streets Act

The subgrant recipient will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants; and all other applicable State and Federal laws, orders, circulars, or regulations.

50. Human Research Subjects

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

51. National Information Exchange Model specifications

To support public safety and justice information sharing, the Office of Justice Programs requires the subgrant recipient to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Subgrant recipient shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this condition, visit http://www.niem.gov/implementationguide.php.

52. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by the Bureau of Justice Assistance.

53. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

54. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

55. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

56. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

57. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

58. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

59. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

60. Equal Treatment for Faith Based Organizations

The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

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

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

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

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

63. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. All current and new task force members are required to complete this training once

during the life of the award, or once every four years if multiple awards include this requirement. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

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

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

65. High Risk Subgrant Recipients

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

66. Text Messaging While Driving

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

67. Central Contractor Registry (CCR)

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

68. Maximum Allowable Salary

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

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

RESOLUTION NO. 231 - 2011

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF MONROE COUNTY, FLORIDA AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE FY 2011-12 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

WHEREAS, the Florida Department of Law Enforcement has announced the funding for Fiscal Year 2011-2012 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, the Monroe County Board of Commissioners agrees to serve as the coordinating unit of government in the preparation of the grant proposals and in the distribution of funds allocated to Monroe County in the amount of $104,859 with no cash match; and

WHEREAS, the Monroe County Substance Abuse Policy Advisory Board, with concern given to the County's current drug control efforts, has recommended certain programs receive funding to provide the community with activities focused on drug and alcohol education, prevention, rehabilitation, and treatment; now therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that:

1. The Board of County Commissioners concurs with the Monroe County Substance Abuse Policy Advisory Board's recommendations; and that
2. The County Administrator is hereby authorized to sign and submit the application packet for the Fiscal Year 2011-2012 grant funds to the Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and that
3. This resolution shall become effective immediately upon adoption by the Board of County Commissioners and execution by the Presiding Officer and Clerk.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 17th day of August, 2011.

Mayor Carruthers	Yes
Mayor Pro Tem Rice	Yes
Commissioner Murphy	Yes
Commissioner Neugent	Yes
Commissioner Wigington	Yes

FILED FOR RECORD
2011 AUG 24 PM 3:19

(Seal)

Attest: Isabel C. DeSantis, D.C.
Clerk of Court

Monroe County Board of Commissioners

By: [signature]
Mayor

Charles Jacob Barrow
& 1/21/11

CERTIFICATION FORM

Recipient Name and Address: Monroe County 1100 Simonton Street, Key West, Fl 33040

Grant Title: Heron Peacock: Preventing Recidivism Grant Number: 2012-JAGC-1768 Award Amount: $29,859

Contact Person Name and Title: Lisa Tennyson, Grants Admin. Phone Number: (305) 292-4444

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete *either* Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- ☐ Recipient has less than 50 employees,
- ☐ Recipient is a non-profit organization,
- ☐ Recipient is a medical institution,
- ☐ Recipient is an Indian tribe,
- ☐ Recipient is an educational institution, or
- ☐ Recipient is receiving an award less than $25,000

I, _____ **[responsible official]**, certify that _____ **[recipient]** is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ **[recipient]** will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title | **Signature** | **Date**

Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Roman Gastesi, County Administrator **[responsible official]**, certify that the Monroe County BOCC **[recipient]**, which has 50 or more employees and is receiving a single award or subaward for $25,000 or more, but less than $500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: Calvin Allen, EEO Officer, Monroe County **[organization]**, at 1100 Simonton Street, Key West, Fl 33040 **[address]**, for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Roman Gastesi, County Administrator | [signature] | 8/22/11

Print or type Name and Title | **Signature** | **Date**

Application for Funding Assistance

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

Section 6: Signature

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

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

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

Signature: Clayton H. Wilder

Typed Name and Title: Clayton H. Wilder, Community Program Administrator

Date: 9-30-11

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

Typed Name of Subgrant Recipient: Monroe County

Signature:

Typed Name and Title: Roman Gastesi, County Administrator

Date: August 17, 2011

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Monroe County

Signature:

Typed Name and Title: Roman Gastesi, County Administrator

Date: August 17, 2011