

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: November 16, 2011

Division: OMB

Bulk Item: Yes  No

Department: Grant Management

Staff Contact Person: Lisa Tennyson  
x4444

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AGENDA ITEM WORDING: Approval of extension of FDLE Edward Byrne Memorial Justice Assistance Grant program through July 31, 2012 for the Boys and Girls Club: SMART KIDS Program and approval of amendment extending related agreement with Boys and Girls Club through July 31, 2012.

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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. Services provided under contract by the Boys and Girls Club of the Keys Area, Inc.

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PREVIOUS RELEVANT BOCC ACTION: Grant Agreement with FDLE and related agreement with Boys and Girls Club was approved at last November's BOCC meeting. Agreements are attached in backup.

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CONTRACT/AGREEMENT CHANGES: Expiration dates extended from September 30, 2011 to July 31, 2012.

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STAFF RECOMMENDATION: Approval

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TOTAL COST: \$20,823.00 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  <sup>PKC</sup> OMB/PURCHASING  <sup>W</sup> RISK MANAGEMENT  <sup>AS</sup>

DOCUMENTATION: INCLUDED:  NOT REQUIRED:

DISPOSITION: \_\_\_\_\_

AGENDA ITEM #: \_\_\_\_\_

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract with: Florida Department of Law Enforcement    Effective Date: 10/01/10

Expiration Date: 07/30/12

Contract Purpose/Description: Funds provided through FDLE Agreement for implementation of the Boys and Girls Club: SMART KIDS Program.

Contract Manager: Lisa Tennyson  
(Name)

4444  
(Ext.)

OMB/Grants Mgt.  
(Department)

for BOCC meeting on 11/16/11

Agenda Deadline: 11/02/11

**CONTRACT COSTS**

Total Dollar Value of Contract: \$20,823.00    Current Year Portion: \$16,122.07

Budgeted? Yes  No

Account Codes: 125-06044-530490-66115-530340

Grant: \$20,823.00

County Match: \$0

**ADDITIONAL COSTS**

**CONTRACT REVIEW**

	Date In	Changes Needed Yes <input type="checkbox"/> No <input type="checkbox"/>	Reviewer	Date Out
Division Director	<u>11-1-11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11-1-11</u>
Risk Management	<u>11-1-11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11-1-11</u>
O.M.B./Purchasing	<u>11-1-11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11-1-11</u>
County Attorney	<u>11/1/11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>11/1/11</u>

Comments: \_\_\_\_\_

# Application for Funding Assistance

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

## Adjustment Justification

We would like to reinstate/extend this contract through July 31, 2012. We had difficulty finding qualified personnel to fill the positions needed to carry out the program's services at the school initially identified. We have resolved this issue and will be able to deliver the services for the current school year, by working in multiple school sites within the Monroe County School District.

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By electronically submitting this adjustment, I hereby certify that I have reviewed the changes and find them necessary for program activities. I am the signing authority or have been delegated as such by the appropriate official. Information regarding the signing authority is available for review.

Date \_\_\_\_\_

\_\_\_\_\_  
Authorized Official or Designated Representative

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
*Christine M. Libert-Barrows*  
CHRISTINE M. LIBERT-BARROWS  
ASSISTANT COUNTY ATTORNEY  
Date 11/1/11

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Application Ref # 2011-JAGC-1496  
Contract 2011-JAGC-MONR-4-B2-185  
Rule Reference 11D-9.006 OCJG-005 (rev. April 2005)

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FUNDS  
AGREEMENT AMENDMENT

THIS AMENDMENT is made and entered into this 16<sup>th</sup> 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 the Boys and Girls Club of the Keys Area Inc., hereinafter referred to as "AGENCY."

WITNESSETH

WHEREAS, the Florida Department of Law Enforcement awarded a sub-grant of Edward Byrne Memorial Justice Assistance to the COUNTY to implement the Boys and Girls Club: SMART KIDS program to provide drug and crime prevention services to students; 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; and

WHEREAS, FDLE has extended its grant agreement through July 31, 2012; and

WHEREAS, Monroe County agrees to extend this agreement through July 31, 2012 to enable the services to be provided pursuant to the FDLE grant agreement,

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 shall be amended to have an expiration date of July 31, 2012, the date of the signature by the parties notwithstanding, unless earlier terminated as provided herein.

In all other respects, the agreement between the parties dated November 17, 2010 remains in full force and effect, not inconsistent with this amendment.

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.

ATTEST: DANNY L. KOLHAGE, Clerk

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Mayor/Chairman

Boys and Girls Club of the Keys Area, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

MONROE COUNTY ATTORNEY/  
APPROVED AS TO FORM:  
*Christine M. Limbert-Barrows*  
CHRISTINE M. LIMBERT-BARROWS  
ASSISTANT COUNTY ATTORNEY  
Date: 11/11/11

# Application for Funding Assistance

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

## Section 2: Project Overview

### General Project Information

**Project Title:** BOYS AND GIRLS CLUB: SMART KIDS PROGRAM  
**Subgrant Recipient:** Monroe County Board of Commissioners  
**Implementing Agency:** Monroe County Board of Commissioners  
**Project Start Date:** 10/1/2010      **End Date:** 7/31/2012

### Problem Identification

It is a well documented fact that children, their families and the entire community benefit dramatically from having easily accessible quality after school programs. Data from a national study of after school programs by the Nellie Mae Foundation indicates that children who spend three or more hours home alone during out of school time are significantly more likely to use drugs or alcohol, have high levels of stress and anger, experience more depression and behavioral problem, possess a lower self-esteem and perform poorly academically. The information from this study clearly points out the fact that a child's participation in a quality after-school program not only benefits each child and the immediate family, but the entire community.

At the end of each school day children will leave the safety of their classrooms. Some will go home to a parent, some will participate in an extracurricular activity and some will have an after school job. But many children will go it alone. Lacking adult supervision or access to an after school program, these children will be in danger. We know from various studies and statistics that the rate of juvenile-related crime actually doubles during the after school hours. This period of time is when a youth is most likely to commit a sexual assault, become involved in substance abuse, sexual activities or crime. The Boys and Girls Club fills that void and reduces the risk of criminal and antisocial behaviors by offering positive after school programming for children. In addition, due to the high cost of living and the lack of affordable housing in Marathon and throughout Monroe County, most parents are forced to work two jobs. This results in a tremendous number of latch key children being left with little or no adult supervision during the critical after school hours, school holidays and vacations. While these young people seem particularly vulnerable, statistics and experience make it crystal clear that all children are at risk in the after school hours if left unsupervised. The problem transcends demographics.

Too many children today grow up with a few, if any, positive role models and little, if any encouragement to resist alcohol, tobacco, other drugs, delinquent acts or sexual activity. The norm and expectation for these young people, whether, perceived or real, is that it is almost a "rite of passage" to participate in these destructive and often dangerous behaviors or actions. Not only is this the perception of young people themselves, but often the perception of the adults in their lives whose passive resignation encourages rather than discourages these behaviors. While young people are often taught skills to prepare them to face educational challenges, at critical stages of psychological, emotional, and intellectual development, they are often not taught the skills needed to make the successful transition from childhood to adulthood and to resist engaging in delinquent behaviors, premature sexual activity, or experimenting with drugs and alcohol. The Boys and Girls Club is committed to offering positive after school programs for youth in the community that address the issues of tobacco, alcohol, drugs, violence, and healthily life skills.

# Application for Funding Assistance

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

## Section 2: Project Overview

Today there are currently over 400 children who are members of the Boys and Girls Clubs of the Keys. In addition to these members, the Boys and Girls Clubs have provided positive youth development and recreational opportunities to over an additional 500 children this past calendar year. Our after school Clubs in Key West, Big Pine Key and Marathon provides services to over 200 children daily. During the summer we provide children with a full day summer programming in Key West, Big Pine Key, for over 250 children. Over seventy percent of our Club members are from single family homes or have a history of domestic violence or criminal involvement within their families. The majorities of children are from families with annual incomes of less than \$22,000 or are receiving subsidized childcare support and are functioning at or below the Monroe County Poverty Level Index. Our Clubs were open for almost 250 days last calendar year, after school, school holidays and school vacations. Currently, all children who attend a Boys and Girls Club receive some form of financial assistance. This assistance is either from the Department of Children and Families or from a Boys and Girls Club Scholarship

In Monroe County, a high percentage of families with children are single parent homes or families with annual incomes of less than \$22,000. Many are receiving subsidized childcare support and, due to the high cost of living and the lack of affordable housing, most parents are forced to work two jobs. This results in a tremendous number of latch key children being left with little or no adult supervision during the critical after school hours, school holidays, and vacations. While these young people seem particularly vulnerable, statistics and experience make it crystal clear that all children are at risk in the after school hours if left unsupervised.

### **Project Summary (Scope of Work)**

The Boys and Girls Clubs of the Keys is excited about continuing our successful partnership with the Monroe County School District and Monroe County with the continuation of our preschool and after school academic and preventive programs. The program is designed to support learning, motivation and leadership development. Our target population is at risk elementary school students; a special effort will be made to reach minority and low socioeconomic students. The target population will have structured activities, breakfast, after school snacks and supervision prior to and after each school day. The overall objectives of the program are to better furnish the targeted students with the skills needed to be successful in their homes, schools and communities. This program will be under the direction of certified teachers will offer homework help, prevention programs and activities, and organized recreational activities. The School District will provide transportation home after school.

Our successful and extensive experience in youth development has shown that utilizing small, peer-driven groups is the best way to promote sound character and strong leadership skills. With the guidance of caring adults, who mentor and empower them, members develop essential character traits including responsibility, respect for self and others, trustworthiness, fairness and caring - as they learn positive leadership skills that help them influence others in positive ways. Health and fitness play a vital role in the Club which fosters and encourages healthy physical development, team building skills and other important life skills. Through recreational activities, Club members have fun and acquire self-confidence, a sense of fair play and skills in interpersonal relationships. These are the goals of Club related activities and programs

Our goal with this grant is to be able continue and enhance our efforts with our SMART KIDS preventive program in Marathon. These preventive programs are age specific and

# Application for Funding Assistance

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

designed to encourage collaboration, interaction, support and education among Club staff, youth, parents and community service providers. The goals of each of these programs are to develop a positive concept of self worth; development of leadership skills; build resiliency; peer support and enhance each child's abilities to make positive decisions, to think before acting and to be proactive to situations rather than reactive.

In addition to continuing to enhance these efforts our goal will continue to be to improve and expand our academic tutoring program. Power Hour/Project Learn programs currently provide academic assistance to over 40 youth daily. Expansion of and formalizing the Club's commitment to various community service projects will be enhanced. The Club feels that it is important for our members to give something back to the community which fosters each child's belief that he/she is part of a larger community.

# 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:** 003 - Prevention and Education Programs

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

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#### Activity Description

**Activity:** Academic Tutoring  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

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#### Activity Description

**Activity:** After School Program  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

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#### Activity Description

**Activity:** Community Service  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

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#### Activity Description

**Activity:** Drug Prevention Education  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

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#### Activity Description

**Activity:** Crime Prevention Education  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

# Application for Funding Assistance

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

## Section 3: Performance

### Activity Description

**Activity:** Recreation Program  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary  
**Address(es) :**

**Monroe County School District**  
Trumbo Road  
Key West , FL 33040

### Objectives and Measures

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

Measure: Part 1

Number of program participants to receive services during the grant period

Goal: 50

Measure: Part 2

Number of program participants to receive services during each reporting period

Goal: 50

**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: 50

Measure: Part 2

Number of program slots to be created (added) during the grant period using grant funds

Goal: 50

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

Measure: Part 1

Number of program participants to complete programming during the grant period

Goal: 45

# Application for Funding Assistance

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

## Section 3: Performance

Measure: Part 2

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

Goal: 50

**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

## Section 4: Financial

### General Financial Info:

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

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000749

### Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$20,823.00	\$0.00	\$20,823.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>-- Totals --</b>	<b>\$20,823.00</b>	<b>\$0.00</b>	<b>\$20,823.00</b>
<b>Percentage</b>	<b>100.0</b>	<b>0.0</b>	<b>100.0</b>

### Project Generated Income:

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

# Application for Funding Assistance

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

## Section 4: Financial (cont.)

### Budget Narrative:

#### CONTRACTUAL SERVICES:

The Boys and Girls Club of the Keys Area will provide 800 hours of after school prevention programming for at-risk youth at school sites within the Monroe County School District.

Services will be provided approximately 32 hours per week for 25 weeks. The services will be provided by a Program Director and Prevention/Activity Coordinators.

Unit: 1 hour

Unit Cost: \$26.028

Unit Cost Budget: 800 Units of After School Prevention Programs and Activities @ \$26.028 per Unit = \$20,823

Total Unit Cost Calculation: 80 units x \$26.028 = \$20,823

TOTAL BUDGET: \$20,823

Unit cost was established by contracted service provider in June 2010.

#### CONTRACT:

Monroe County will execute a contract with the Boys and Girls Club of the Keys Area for the SMART KIDS Program for the period of Oct 1, 2010 through Sept 30, 2012 to cover the grant period. A copy of the 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

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

Answer: NA

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

Answer: Monroe County's OCO threshold is \$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 Budget Basis:

Salaries:

Marathon Program Director  
\$25/hr x 200 hours = \$5,000

PM Prevention Activity Coordinators  
\$25/hr x 300 hours = \$7,500

AM Prevention Activity Coordinators  
\$25/hr x 300 hours = \$7,500

Total Service Units = 800 hours

Total Salaries = \$20,000

Total Supplies = 823

TOTAL BUDGET = \$20,823

TOTAL UNITS = 800

TOTAL COST PER UNIT = \$26.028

The unit cost was established by the contracted service provider in June 2010.

[Close Window](#)

Content Modified	
Project Summary	
Old Value	Amended Value
<p>The Boys and Girls Clubs of the Keys is excited about continuing our successful partnership with the Monroe County School District and Monroe County with the continuation of our preschool and after school academic and preventive programs at Stanley Switlik Elementary School in Marathon. The program is designed to support learning, motivation and leadership development. Our target population is at risk elementary school students; a special effort will be made to reach minority and low socioeconomic students. The target population will have structured activities, breakfast, after school snacks and supervision prior to and after each school day. The overall objectives of the program are to better furnish the targeted students with the skills needed to be successful in their homes, schools and communities. This program will be under the direction of certified teachers will offer homework help, prevention programs and activities, and organized recreational activities. The School District will provide transportation home after school.</p> <p>Our successful and extensive experience in youth development has shown that utilizing small, peer-driven groups is the best way to promote sound character and strong leadership skills. With the guidance of caring adults, who mentor and empower them, members develop essential character traits including responsibility, respect for self and others, trustworthiness, fairness and caring - as they learn positive leadership skills that help them influence others in positive ways. Health and fitness play a vital role in the Club which fosters and encourages healthy physical development, team building skills and other important life skills. Through recreational activities, Club members have fun and acquire self-confidence, a sense of fair play and skills in interpersonal relationships. These are the goals of Club related activities and programs</p> <p>Our goal with this grant is to be able continue and</p>	<p>The Boys and Girls Clubs of the Keys is excited about continuing our successful partnership with the Monroe County School District and Monroe County with the continuation of our preschool and after school academic and preventive programs. The program is designed to support learning, motivation and leadership development. Our target population is at risk elementary school students; a special effort will be made to reach minority and low socioeconomic students. The target population will have structured activities, breakfast, after school snacks and supervision prior to and after each school day. The overall objectives of the program are to better furnish the targeted students with the skills needed to be successful in their homes, schools and communities. This program will be under the direction of certified teachers will offer homework help, prevention programs and activities, and organized recreational activities. The School District will provide transportation home after school.</p> <p>Our successful and extensive experience in youth development has shown that utilizing small, peer-driven groups is the best way to promote sound character and strong leadership skills. With the guidance of caring adults, who mentor and empower them, members develop essential character traits including responsibility, respect for self and others, trustworthiness, fairness and caring - as they learn positive leadership skills that help them influence others in positive ways. Health and fitness play a vital role in the Club which fosters and encourages healthy physical development, team building skills and other important life skills. Through recreational activities, Club members have fun and acquire self-confidence, a sense of fair play and skills in interpersonal relationships. These are the goals of Club related activities and programs</p> <p>Our goal with this grant is to be able continue and enhance our efforts with our SMART KIDS</p>

enhance our efforts with our SMART KIDS preventive program in Marathon. These preventive programs are age specific and designed to encourage collaboration, interaction, support and education among Club staff, youth, parents and community service providers. The goals of each of these programs are to develop a positive concept of self worth; development of leadership skills; build resiliency; peer support and enhance each child's abilities to make positive decisions, to think before acting and to be proactive to situations rather than reactive.

In addition to continuing to enhance these efforts our goal will continue to be to improve and expand our academic tutoring program. Power Hour/Project Learn programs currently provide academic assistance to over 40 youth daily. Expansion of and formalizing the Club's commitment to various community service projects will be enhanced. The Club feels that it is important for our members to give something back to the community which fosters each child's belief that he/she is part of a larger community.

preventive program in Marathon. These preventive programs are age specific and designed to encourage collaboration, interaction, support and education among Club staff, youth, parents and community service providers. The goals of each of these programs are to develop a positive concept of self worth; development of leadership skills; build resiliency; peer support and enhance each child's abilities to make positive decisions, to think before acting and to be proactive to situations rather than reactive.

In addition to continuing to enhance these efforts our goal will continue to be to improve and expand our academic tutoring program. Power Hour/Project Learn programs currently provide academic assistance to over 40 youth daily. Expansion of and formalizing the Club's commitment to various community service projects will be enhanced. The Club feels that it is important for our members to give something back to the community which fosters each child's belief that he/she is part of a larger community.

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Content Modified	
Performance Differences	
Old Value	Amended Value
<p><b>Federal Purpose Area:</b> 003 - Prevention and Education Programs</p> <p><b>State Purpose Area:</b> A - State/Local Initiatives - Coordinate/Organize Local Initiatives/State Initiatives</p> <p><b>Activity Description:</b></p> <p><b>Activity :</b> Academic Tutoring <b>Target Group:</b> Juveniles - Male or female* <b>Geographic Area:</b> Rural <b>Location Type:</b> School, Elementary</p> <p><b>Address(es)</b> Stanley Switlik Elementary School 3200 Overseas Highway  Marathon,FL 33050</p> <p><b>Activity Description:</b></p> <p><b>Activity :</b> After School Program <b>Target Group:</b> Juveniles - Male or female* <b>Geographic Area:</b> Rural <b>Location Type:</b> School, Elementary</p> <p><b>Activity Description:</b></p>	<p><b>Federal Purpose Area:</b> 003 - Prevention and Education Programs</p> <p><b>State Purpose Area:</b> A - State/Local Initiatives - Coordinate/Organize Local Initiatives/State Initiatives</p> <p><b>Activity Description:</b></p> <p><b>Activity :</b> Academic Tutoring <b>Target Group:</b> Juveniles - Male or female* <b>Geographic Area:</b> Rural <b>Location Type:</b> School, Elementary</p> <p><b>Activity Description:</b></p> <p><b>Activity :</b> After School Program <b>Target Group:</b> Juveniles - Male or female* <b>Geographic Area:</b> Rural <b>Location Type:</b> School, Elementary</p> <p><b>Activity Description:</b></p> <p><b>Activity :</b> Community Service <b>Target Group:</b> Juveniles - Male or female* <b>Geographic Area:</b> Rural <b>Location Type:</b> School, Elementary</p>

**Activity :** Community Service  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

**Activity Description:**

**Activity :** Drug Prevention Education  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

**Activity Description:**

**Activity :** Crime Prevention Education  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

**Activity Description:**

**Activity :** Recreation Program  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

**Ojectives:**

**03.A.DS\*-** Number of program participants receiving services  
 Measure: Part 1  
     Number of program participants to receive services during the grant period  
 Goal: 50

**Activity Description:**

**Activity :** Drug Prevention Education  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

**Activity Description:**

**Activity :** Crime Prevention Education  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

**Activity Description:**

**Activity :** Recreation Program  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

**Address(es)**

Monroe County School District  
 Trumbo Road  
 Key West,FL 33040

**Ojectives:**

**03.A.DS\*-** Number of program participants receiving services  
 Measure: Part 1  
     Number of program participants to receive services during the grant period  
 Goal: 50

Measure: Part 2  
 Number of program participants to receive services during each reporting period  
 Goal: 50

**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: 50

Measure: Part 2  
 Number of program slots to be created (added) during the grant period using grant funds  
 Goal: 50

**06.A.BT\***- Number of program participants who completed programming  
 Measure: Part 1  
 Number of program participants to complete programming during the grant period  
 Goal: 45

Measure: Part 2  
 Number of program participants who will exit programming during the grant period (complete or not complete)  
 Goal: 50

**58.A.SI**- Number of existing local initiatives  
 Measure: Part 1  
 Will this grant continue a local initiative that was begun with any other

Measure: Part 2  
 Number of program participants to receive services during each reporting period  
 Goal: 50

**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: 50

Measure: Part 2  
 Number of program slots to be created (added) during the grant period using grant funds  
 Goal: 50

**06.A.BT\***- Number of program participants who completed programming  
 Measure: Part 1  
 Number of program participants to complete programming during the grant period  
 Goal: 45

Measure: Part 2  
 Number of program participants who will exit programming during the grant period (complete or not complete)  
 Goal: 50

**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

funding source, including  
a prior year's grant?  
Goal: Yes

[Close Window](#)

Content Modified	
Budget Narrative	
Old Value	Amended Value
<p><b>CONTRACTUAL SERVICES:</b></p> <p>The Boys and Girls Club of the Keys Area will provide 800 hours of after school prevention programming for at-risk youth.</p> <p>Services will be provided approximately 32 hours per week for 25 weeks. The services will be provided by a Program Director and Prevention/Activity Coordinators.</p> <p>Unit: 1 hour</p> <p>Unit Cost: \$26.028</p> <p>Unit Cost Budget: 800 Units of After School Prevention Programs and Activities @ \$26.028 per Unit = \$20,823</p> <p>Total Unit Cost Calculation: 80 units x \$26.028 = \$20,823</p> <p><b>TOTAL BUDGET: \$20,823</b></p> <p>Unit cost was established by contracted service provider in June 2010.</p> <p><b>CONTRACT:</b></p> <p>Monroe County will execute a contract with the Boys and Girls Club of the Keys Area for the SMART KIDS Program for the period of Oct 1, 2010 though Sept 30, 2011 to cover the grant period. A copy of the contract will be sent to FDLE.</p>	<p><b>CONTRACTUAL SERVICES:</b></p> <p>The Boys and Girls Club of the Keys Area will provide 800 hours of after school prevention programming for at-risk youth at school sites within the Monroe County School District.</p> <p>Services will be provided approximately 32 hours per week for 25 weeks. The services will be provided by a Program Director and Prevention/Activity Coordinators.</p> <p>Unit: 1 hour</p> <p>Unit Cost: \$26.028</p> <p>Unit Cost Budget: 800 Units of After School Prevention Programs and Activities @ \$26.028 per Unit = \$20,823</p> <p>Total Unit Cost Calculation: 80 units x \$26.028 = \$20,823</p> <p><b>TOTAL BUDGET: \$20,823</b></p> <p>Unit cost was established by contracted service provider in June 2010.</p> <p><b>CONTRACT:</b></p> <p>Monroe County will execute a contract with the Boys and Girls Club of the Keys Area for the SMART KIDS Program for the period of Oct 1, 2010 though Sept 30, 2012 to cover the grant period. A copy of the contract will be sent to FDLE.</p>

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FUNDS AGREEMENT

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of November, 2010, 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 the Boys and Girls Club of the Keys Area Inc., 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 Boys and Girls Club: SMART KIDS program to provide drug and crime prevention services to students; 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, 2010 through September 30, 2011, the date of the signature by the parties notwithstanding, unless earlier terminated as provided herein.
2. SERVICES - The AGENCY will provide services as outlined in the COUNTY'S Edward Byrne Memorial Justice Assistance Sub-grant Award, attached and made a part hereof.
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 \$20,823.00. All funds shall be distributed and expended in accordance with the Project Budget Narrative submitted 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 special program and expenditure reporting requirements for Recovery Act funds. The AGENCY shall render to the COUNTY a detailed quarterly program report not later than three calendar days after the end of each calendar quarter. The AGENCY shall render to the COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing the services rendered, the cost of the services, and all other information required by the Program Director. 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:  
Daniel Dombroski, Executive Director  
Boys and Girls Club of the Keys Area, Inc.  
1400 United Street Suite 108  
Key West, FL 33040

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)

ATTEST: DANNY L. KOLHAGE, Clerk

By: *Danny L. Kolhage*  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: *Sylvia J. Murphy*  
Mayor/Chairman

Boys and Girls Club of the Keys Area, Inc.

By: *[Signature]*

Title: *Exec. Director*

*Margaret Brantley*  
Witness

*Susan McKent*  
Witness

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
*Christine M. Limbert-Barrows*  
CHRISTINE M. LIMBERT-BARROWS  
ASSISTANT COUNTY ATTORNEY  
Date *10/28/10*

**EXPENSE REIMBURSEMENT REQUIREMENTS**

This document is intended to provide basic guidelines to Human Service Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from Florida Statute 112.061.

A cover letter summarizing the major line items on the reimbursable expense request needs to also contain a notarized certified statement such as:

"I certify 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."

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 payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: check amount, check number, date, payee, support for applicable 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 Expenses**

Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel must be submitted in accordance with Florida Statute 112.061. 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.

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.

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.

**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		<u>\$ X,XXX.XX</u>
(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)		<u>\$ X,XXX.XX</u>

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 \_\_\_\_\_ 20\_\_\_\_  
by \_\_\_\_\_ who is personally known to me.

\_\_\_\_\_  
Notary Public

Notary Stamp

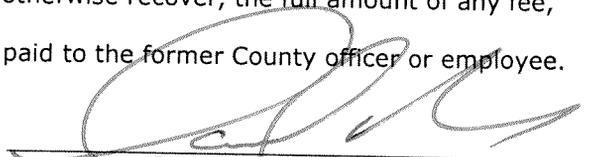
## PUBLIC ENTITY CRIME STATEMENT

"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.

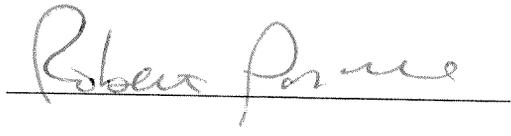
  
\_\_\_\_\_  
(signature)

Date: 12/6/10

STATE OF FL  
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

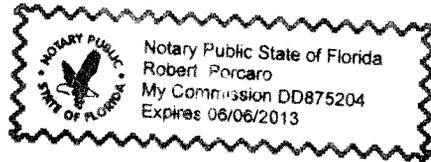
DANIEL ROUBROSKI who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 6 day of DEC, 20 10.

  
\_\_\_\_\_

NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4





OCT 05 2010

ATTC

Florida Department of Law Enforcement

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

Charlie Crist, Governor  
Bill McCollum, Attorney General  
Alex Sink, Chief Financial Officer  
Charles H. Bronson, Commissioner of Agriculture

Gerald M. Bailey  
Commissioner

SEP 30 2010

The Honorable Sylvia Murphy  
Mayor  
Monroe County Board of Commissioners  
102050 Overseas Highway  
Key Largo, FL 33037

Re: Contract No. 2011-JAGC-MONR-4-B2-185

Dear Mayor Murphy:

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 \$ 20,823.00 for the project entitled, BOYS AND GIRLS CLUB: SMART KIDS PROGRAM. These funds shall be utilized for the purpose of reducing crime and improving public safety.

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

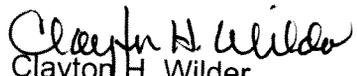
Your attention is directed to the Standard Conditions of the subgrant. Changes were made and an addendum was added to these conditions after your application was received in this office. Therefore, the Standard Conditions and the Addendum should be reviewed carefully by those persons responsible for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

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

The Honorable Sylvia Murphy  
Page Two

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

Sincerely,

  
Clayton H. Wilder  
Administrator

CHW/JP/ps

Enclosures

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

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2011-JAGC-MONR-4-B2-185, in the amount of \$ 20,823.00, for a project entitled, BOYS AND GIRLS CLUB: SMART KIDS PROGRAM, for the period of 10/01/2010 through 09/30/2011, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.

\_\_\_\_\_  
(Signature of Subgrantee's Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Official)

\_\_\_\_\_  
(Name of Subgrantee)

\_\_\_\_\_  
(Date of Acceptance)

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

SUBGRANT AWARD CERTIFICATE

Subgrantee: Monroe County Board of Commissioners

Date of Award: 9-30-10

Grant Period: From: 10/01/2010 TO: 09/30/2011

Project Title: BOYS AND GIRLS CLUB: SMART KIDS PROGRAM

Grant Number: 2011-JAGC-MONR-4-B2-185

Federal Funds: \$ 20,823.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 20,823.00

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

9-30-10  
Date

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

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

Addendum To Standard Conditions

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

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

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

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

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

3. High Risk Subgrantees

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

# Application for Funding Assistance

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

## Section 1 Administration

### Subgrant Recipient

**Organization Name:** Monroe County Board of Commissioners

**County:** Monroe

### Chief Official

**Name:** Sylvia Murphy  
**Title:** Mayor  
**Address:** 102050 Overseas Highway  
**City:** Key Largo  
**State:** FL **Zip:** 33037  
**Phone:** 305-453-8787 **Ext:**  
**Fax:** 305-453-8789  
**Email:** murphy-sylvia@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:** Sylvia Murphy  
**Title:** Mayor  
**Address:** 102050 Overseas Highway  
**City:** Key Largo  
**State:** FL **Zip:** 33037  
**Phone:** 305-453-8787 **Ext:**  
**Fax:** 305-453-8789  
**Email:** murphy-sylvia@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

## General Project Information

**Project Title:** BOYS AND GIRLS CLUB: SMART KIDS PROGRAM  
**Subgrant Recipient:** Monroe County Board of Commissioners  
**Implementing Agency:** Monroe County Board of Commissioners  
**Project Start Date:** 10/1/2010      **End Date:** 9/30/2011

## Problem Identification

It is a well documented fact that children, their families and the entire community benefit dramatically from having easily accessible quality after school programs. Data from a national study of after school programs by the Nellie Mae Foundation indicates that children who spend three or more hours home alone during out of school time are significantly more likely to use drugs or alcohol, have high levels of stress and anger, experience more depression and behavioral problem, possess a lower self-esteem and perform poorly academically. The information from this study clearly points out the fact that a child's participation in a quality after-school program not only benefits each child and the immediate family, but the entire community.

At the end of each school day children will leave the safety of their classrooms. Some will go home to a parent, some will participate in an extracurricular activity and some will have an after school job. But many children will go it alone. Lacking adult supervision or access to an after school program, these children will be in danger. We know from various studies and statistics that the rate of juvenile-related crime actually doubles during the after school hours. This period of time is when a youth is most likely to commit a sexual assault, become involved in substance abuse, sexual activities or crime. The Boys and Girls Club fills that void and reduces the risk of criminal and antisocial behaviors by offering positive after school programming for children. In addition, due to the high cost of living and the lack of affordable housing in Marathon and throughout Monroe County, most parents are forced to work two jobs. This results in a tremendous number of latch key children being left with little or no adult supervision during the critical after school hours, school holidays and vacations. While these young people seem particularly vulnerable, statistics and experience make it crystal clear that all children are at risk in the after school hours if left unsupervised. The problem transcends demographics.

Too many children today grow up with a few, if any, positive role models and little, if any encouragement to resist alcohol, tobacco, other drugs, delinquent acts or sexual activity. The norm and expectation for these young people, whether, perceived or real, is that it is almost a rite of passage? to participate in these destructive and often dangerous behaviors or actions. Not only is this the perception of young people themselves, but often the perception of the adults in their lives whose passive resignation encourages rather than discourages these behaviors. While young people are often taught skills to prepare them to face educational challenges, at critical stages of psychological, emotional, and intellectual development, they are often not taught the skills needed to make the successful transition from childhood to adulthood and to resist engaging in delinquent behaviors, premature sexual activity, or experimenting with drugs and alcohol. The Boys and Girls Club is committed to offering positive after school programs for youth in the community that address the issues of tobacco, alcohol, drugs, violence, and healthy life skills.

# Application for Funding Assistance

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

Today there are currently over 400 children who are members of the Boys and Girls Clubs of the Keys. In addition to these members, the Boys and Girls Clubs have provided positive youth development and recreational opportunities to over an additional 500 children this past calendar year. Our after school Clubs in Key West, Big Pine Key and Marathon provides services to over 200 children daily. During the summer we provide children with a full day summer programming in Key West, Big Pine Key, for over 250 children. Over seventy percent of our Club members are from single family homes or have a history of domestic violence or criminal involvement within their families. The majorities of children are from families with annual incomes of less than \$22,000 or are receiving subsidized childcare support and are functioning at or below the Monroe County Poverty Level Index. Our Clubs were open for almost 250 days last calendar year, after school, school holidays and school vacations. Currently, all children who attend a Boys and Girls Club receive some form of financial assistance. This assistance is either from the Department of Children and Families or from a Boys and Girls Club Scholarship

In Monroe County, a high percentage of families with children are single parent homes or families with annual incomes of less than \$22,000. Many are receiving subsidized childcare support and, due to the high cost of living and the lack of affordable housing, most parents are forced to work two jobs. This results in a tremendous number of latch key children being left with little or no adult supervision during the critical after school hours, school holidays, and vacations. While these young people seem particularly vulnerable, statistics and experience make it crystal clear that all children are at risk in the after school hours if left unsupervised.

## Project Summary

The Boys and Girls Clubs of the Keys is excited about continuing our successful partnership with the Monroe County School District and Monroe County with the continuation of our preschool and after school academic and preventive programs at Stanley Switlik Elementary School in Marathon. The program is designed to support learning, motivation and leadership development. Our target population is at risk elementary school students; a special effort will be made to reach minority and low socioeconomic students. The target population will have structured activities, breakfast, after school snacks and supervision prior to and after each school day. The overall objectives of the program are to better furnish the targeted students with the skills needed to be successful in their homes, schools and communities. This program will be under the direction of certified teachers will offer homework help, prevention programs and activities, and organized recreational activities. The School District will provide transportation home after school.

Our successful and extensive experience in youth development has shown that utilizing small, peer-driven groups is the best way to promote sound character and strong leadership skills. With the guidance of caring adults, who mentor and empower them, members develop essential character traits including responsibility, respect for self and others, trustworthiness, fairness and caring - as they learn positive leadership skills that help them influence others in positive ways. Health and fitness play a vital role in the Club which fosters and encourages healthy physical development, team building skills and other important life skills. Through recreational activities, Club members have fun and acquire self-confidence, a sense of fair play and skills in interpersonal relationships. These are the goals of Club related activities and programs

Our goal with this grant is to be able continue and enhance our efforts with our SMART

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KIDS preventive program in Marathon. These preventive programs are age specific and designed to encourage collaboration, interaction, support and education among Club staff, youth, parents and community service providers. The goals of each of these programs are to develop a positive concept of self worth; development of leadership skills; build resiliency; peer support and enhance each child's abilities to make positive decisions, to think before acting and to be proactive to situations rather than reactive.

In addition to continuing to enhance these efforts our goal will continue to be to improve and expand our academic tutoring program. Power Hour/Project Learn programs currently provide academic assistance to over 40 youth daily. Expansion of and formalizing the Club's commitment to various community service projects will be enhanced. The Club feels that it is important for our members to give something back to the community which fosters each child's belief that he/she is part of a larger community.

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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

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## Section 3: Performance

### General Performance Info:

**Performance Reporting Frequency:** Quarterly

**Federal Purpose Area:** 003 - Prevention and Education Programs

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

### Activity Description

**Activity:** Academic Tutoring  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary  
**Address(es) :**

**Stanley Switlik Elementary School**  
3200 Overseas Highway  
Marathon , FL 33050

### Activity Description

**Activity:** After School Program  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

### Activity Description

**Activity:** Community Service  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

### Activity Description

**Activity:** Drug Prevention Education  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

### Activity Description

**Activity:** Crime Prevention Education

**Application Ref #** 2011-JAGC-1496

**Contract** 2011-JAGC-MONR-4-B2-

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## Section 3: Performance

**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

### Activity Description

**Activity:** Recreation Program  
**Target Group:** Juveniles - Male or female\*  
**Geographic Area:** Rural  
**Location Type:** School, Elementary

### Objectives and Measures

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

Measure: Part 1

Number of program participants to receive services during the grant period

Goal: 50

Measure: Part 2

Number of program participants to receive services during each reporting period

Goal: 50

**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: 50

Measure: Part 2

Number of program slots to be created (added) during the grant period using grant funds

Goal: 50

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

Measure: Part 1

Number of program participants to complete programming during the grant period

Goal: 45

Measure: Part 2

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## Section 3: Performance

Number of program participants who will exit programming during the grant period  
(complete or not complete)  
Goal: 50

**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

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## 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

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## 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	\$20,823.00	\$0.00	\$20,823.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>-- Totals --</b>	<b>\$20,823.00</b>	<b>\$0.00</b>	<b>\$20,823.00</b>
<b>Percentage</b>	<b>100.0</b>	<b>0.0</b>	<b>100.0</b>

## Project Generated Income:

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

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## Section 4: Financial (cont.)

### **Budget Narrative:**

#### CONTRACTUAL SERVICES:

The Boys and Girls Club of the Keys Area will provide 800 hours of after school prevention programming for at-risk youth.

Services will be provided approximately 32 hours per week for 25 weeks. The services will be provided by a Program Director and Prevention/Activity Coordinators.

Unit: 1 hour

Unit Cost: \$26.028

Unit Cost Budget: 800 Units of After School Prevention Programs and Activities @ \$26.028 per Unit = \$20,823

Total Unit Cost Calculation: 80 units x \$26.028 = \$20,823

TOTAL BUDGET: \$20,823

Unit cost was established by contracted service provider in June 2010.

#### CONTRACT:

Monroe County will execute a contract with the Boys and Girls Club of the Keys Area for the SMART KIDS Program for the period of Oct 1, 2010 through Sept 30, 2011 to cover the grant period. A copy of the contract will be sent to FDLE.

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## Section 4: Financial

### Section Questions:

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

Answer: NA

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

Answer: NA

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

Answer: Monroe County's OCO threshold is \$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 Budget Basis:

Salaries:

Marathon Program Director  
\$25/hr x 200 hours = \$5,000

PM Prevention Activity Coordinators  
\$25/hr x 300 hours = \$7,500

AM Prevention Activity Coordinators  
\$25/hr x 300 hours = \$7,500

Total Service Units = 800 hours

Total Salaries = \$20,000

Total Supplies = 823

TOTAL BUDGET = \$20,823

TOTAL UNITS = 800

TOTAL COST PER UNIT = \$26.028

The unit cost was established by the contracted service provider in June 2010.

## Standard Conditions

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

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (<http://www.ojp.usdoj.gov/financialguide/index.htm>) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (<http://www.ojp.usdoj.gov/BJA/grant/jag.html>) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**
  - **Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": <https://www.flrules.org/>**
  - **Office of Management and Budget (OMB) Circulars: <http://www.whitehouse.gov/omb/circulars>**
    - **A-21 (2 CFR 220), "Cost Principles for Educational Institutions"**
    - **A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"**
    - **A-102, "Grants and Cooperative Agreements with State and Local Governments"**
    - **A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"**
    - **A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"**
    - **A-133, "Audits of States, Local Governments, and Non-Profit Organizations"**
  - **Code of Federal Regulations: <http://www.gpoaccess.gov/cfr/index.html>**
    - **28 CFR 38, "Equal Treatment for Faith-Based Organizations"**
    - **28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)**
    - **28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"**
    - **28 CFR 18, 22, 23, 30, 35, 42, 61, and 63**
  - **Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: <http://www.ojp.usdoj.gov/BJA/grant/jag.html>**
  - **United States Code: <http://www.gpoaccess.gov/uscode/index.html>**
    - **42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"**
2. **Allowable Costs**
  - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs *Financial Guide*, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
  - b. All procedures employed in the use of federal funds for any procurement shall be according

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to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

**3. Reports**

**a. Project Performance Reports**

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

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

- (2) Report Contents: Performance reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems.

**b. Financial Reports**

**(1) Project Expenditure Reports**

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.

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

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

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

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

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

- (3) If applicable, the subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department within 31 days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue

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submitting quarterly PGI reports until all funds are expended. (See Item 10, Program Income.)

c. **Other Reports**

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

**4. Fiscal Control and Fund Accounting Procedures**

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- b. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

**5. Payment Contingent on Appropriation and Available Funds**

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

**6. Obligation of Subgrant Recipient Funds**

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

**7. Advance Funding**

Advance funding shall be provided to a subgrant recipient upon a written request to the Department.

**8. Trust Funds**

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

**9. Travel and Training**

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

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

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

**11. Approval of Consultant Contracts**

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

**12. Property Accountability**

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

**13. Ownership of Data and Creative Material**

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

**14. Copyright**

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

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

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

#### 15. Publication or Printing of Reports

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

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Award No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance, Office of Justice Programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

#### 16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

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- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or written notification of audit exemption should be sent to the following address:

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

#### 17. Performance of Agreement Provisions

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

#### 18. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

#### 19. Excusable Delays

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

- (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
  - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

#### **20. Written Approval of Changes in this Approved Agreement**

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.
- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.

#### **21. Disputes and Appeals**

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

#### **22. Conferences and Inspection of Work**

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

#### **23. Access To Records**

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat. and

made or received by the subgrant recipient or its contractor in conjunction with this agreement.

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

#### **24. Retention of Records**

The subgrant recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

#### **25. Signature Authority**

The Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative, who sign the Signature Page, have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source, ADP Justification and the Privacy Certification forms. The Project Director has authority to submit requests for approval of specific travel, and Performance Reports, with the exception of the Financial and Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

#### **26. Delegation of Signature Authority**

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the Department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

#### **27. Personnel Changes**

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrant recipient or Implementing Agency, Project Director, or Contact Person, the Department must be notified in writing with documentation to include appropriate signatures.

#### **28. Background Check**

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

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting

for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
- (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

### **29. Drug Court Projects**

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

### **30. Overtime for Law Enforcement Personnel**

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

### **31. Criminal Intelligence System**

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

### **32. Confidential Funds**

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

### **33. Equal Employment Opportunity (EEO)**

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutory-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. §

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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/ccr/eeop\\_comply.htm](http://www.ojp.usdoj.gov/about/ccr/eeop_comply.htm), must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
- c. If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.
- d. A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- e. The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- f. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

#### **34. Americans with Disabilities Act**

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

#### **35. Immigration and Nationality Act**

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

#### **36. National Environmental Policy Act (NEPA)**

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses

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requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds.

- (1) New construction;
  - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
  - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
  - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
  - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice, for programs relating to methamphetamine laboratory operations.
- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

### 37. Non-Procurement, Debarment and Suspension

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

**38. Federal Restrictions on Lobbying**

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**39. State Restrictions on Lobbying**

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

**40. Additional Restrictions on Lobbying**

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

**41. "Pay – to – Stay"**

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

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

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

- a. **General Requirement:** The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. **Specific Requirements:** The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

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

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated

glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;

- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

#### **43. Limited English Proficiency (LEP)**

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

#### **44. The Coastal Barrier Resources Act**

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

#### **45. Enhancement of Security**

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

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

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

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of

Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**47. Flood Disaster Protection Act**

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

**48. National Historic Preservation Act**

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

**49. Omnibus Crime Control and Safe Streets Act**

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

**50. Human Research Subjects**

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

**51. National Information Exchange Model specifications**

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

**52. Reporting, Data Collection and Evaluation**

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

**53. Privacy Certification**

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

**54. State Information Technology Point of Contact**

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

**55. Interstate Connectivity**

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

**56. Supplanting**

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

**57. Conflict of Interest**

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

**58. Uniform Relocation Assistance and Real Property Acquisitions Act**

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

**59. Limitations on Government Employees Financed by Federal Assistance**

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

**60. Equal Treatment for Faith Based Organizations**

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the

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

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

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

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

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

**63. Task Force Training Requirement**

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

RESOLUTION NO. 214 - 2010

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 FISCAL YEAR 2011 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

WHEREAS, the Florida Department of Law Enforcement has announced the funding for Fiscal Year 2011 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 \$132,959 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 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 21<sup>st</sup> day of July, A.D. 2010.

Mayor Murphy	<u>Yes</u>
Mayor Pro Tem Carruthers	<u>Yes</u>
Commissioner Neugent	<u>Yes</u>
Commissioner DiGennaro	<u>Yes</u>
Commissioner Wigington	<u>Yes</u>

FILED FOR RECORD  
 2010 JUL 22 PM 12:58  
 CLERK OF COURT  
 MONROE COUNTY, FLORIDA

(Seal)

Attest: Isabel C. De Santos  
Clerk of Court

Monroe County Board of Commissioners

By: Sylvia J. Murphy  
Mayor

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
Christine M. Limbert-Barrows  
CHRISTINE M. LIMBERT-BARROWS  
ASSISTANT COUNTY ATTORNEY

# CERTIFICATION FORM

Recipient Name and Address: Monroe County Board of County Commissioners 1100 Simonton Street

Grant Title: Boys and Girls Club SMART KIDS Program Grant Number: 2011-JAGC-1496 Award Amount: \$ 20,823  
Key West FL 33040

Contact Person Name and Title: Lisa Tennyson, Grants Administrator 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 7<sup>th</sup> 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.*

- |  |   |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees,   | <input type="checkbox"/> Recipient is an Indian tribe,                      |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or        |
| <input type="checkbox"/> Recipient is a medical institution,     | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

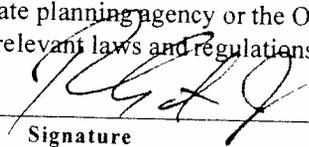
I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination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

Print or type Name and Title	Signature	Date
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**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, Jr., County Administrator [responsible official], certify that the Monroe County Board of County Commissioners [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 BOCC [organization], at 1100 Simonton Street, Key West, Florida 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, Jr., County Administrator		7/21/10
Print or type Name and Title	Signature	Date

# Application for Funding Assistance

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

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: \_\_\_\_\_

9-30-10

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

Typed Name of Subgrant Recipient: \_\_\_\_\_

Monroe County BOCC

Signature: \_\_\_\_\_

*Sylvia J. Murphy*

Typed Name and Title: \_\_\_\_\_

Sylvia Murphy, Mayor

Date: \_\_\_\_\_

July 21, 2010

Implementing Agency  
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: \_\_\_\_\_

Monroe County BOCC

Signature: \_\_\_\_\_

*Sylvia J. Murphy*

Typed Name and Title: \_\_\_\_\_

Sylvia Murphy, Mayor

Date: \_\_\_\_\_

July 21, 2010

*Christine Lubelt Barrows*

DANNY L. KOLHAGE, CLERK

BY *Deborah C. DeBartolis*  
DEPUTY CLERK

# Application for Funding Assistance

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

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.

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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: \_\_\_\_\_

9-30-10

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

Typed Name of Subgrant Recipient: \_\_\_\_\_

Monroe County BOCC

Signature: \_\_\_\_\_

*Sylvia J. Murphy*

Typed Name and Title: \_\_\_\_\_

Sylvia Murphy, Mayor

Date: \_\_\_\_\_

July 21, 2010

Implementing Agency  
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: \_\_\_\_\_

Monroe County BOCC

Signature: \_\_\_\_\_

*Sylvia J. Murphy*

Typed Name and Title: \_\_\_\_\_

Sylvia Murphy, Mayor

Date: \_\_\_\_\_

July 21, 2010

MONROE COUNTY ATTORNEY  
APPROVED FORM:

*Christine H. Barrows*  
CHRISTINE H. BARROWS  
ASSISTANT CLERK

Date: 6/24/10

Application Ref # 2011-JAGC-1496

Contract -JAGC-MONR--

Section #6 Page 1 of 1

# Application for Funding Assistance

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

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

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

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

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

Date: 9-30-10

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

Typed Name of Subgrant Recipient: Monroe County BOCC  
Signature: Sylvia J. Murphy  
Typed Name and Title: Sylvia Murphy, Mayor

Date: July 21, 2010

Implementing Agency  
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Monroe County BOCC  
Signature: Sylvia J. Murphy  
Typed Name and Title: Sylvia Murphy, Mayor  
Date: July 21, 2010

ATTEST: DANNY E. KOLHAGE, CLERK

BY Daniel C. Desantos  
DEPUTY CLERK

Christina Bullett Barrow

Application Ref # 2011-JAGC-1496

Contract -JAGC-MONR---

9/24/10

Section #6 Page 1 of 1