BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 21, 2006

Division: Budget and Finance

Bulk Item: Yes ☒ No ☐

Department: Grants Administration

Staff Contact Person: David P. Owens

AGENDA ITEM WORDING: Authorization for the Mayor to execute contract with the Florida Department of Law Enforcement for the Criminal History Record Improvement - Livescan Program, using funds provided under the Byrne State and Local Law Enforcement Formula Grant, for the period from March 1, 2006 through August 31, 2006.

ITEM BACKGROUND: One-hundred percent funding is provided – made up of 25% Florida Dept. of Law Enforcement funds, and 75% Byrne funds to purchase two Livescan fingerprint units for the Monroe County Sheriff's Dept. Funding is primarily state-wide unspent Byrne funds from prior years.

PREVIOUS RELEVANT BOCC ACTION: Participation in Byrne-funded grants since approximately 1990.

CONTRACT/AGREEMENT CHANGES: None – new contract.

STAFF RECOMMENDATION: Approval

TOTAL COST: $76,862.00

BUDGETED: Yes ☐ No ☒

COST TO COUNTY: $0.00 — Grant

REVENUE PRODUCING: Yes ☐ No ☒

AMOUNT PER MONTH _____
YEAR _____

APPROVED BY: COUNTY ATTY ☑ MWC OMB/PURCHASING ☐ DB RISK MANAGEMENT ☐

DIVISION DIRECTOR APPROVAL: Salvatore R. Zappulla

DOCUMENTATION: INCLUDED: ☒ NOT REQUIRED: ☐

DISPOSITION: _____

AGENDA ITEM #: _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Florida Department of Law Enforcement

Effective Date: 03/01/06

Expiration Date: 08/31/06

Contract Purpose/Description: Funds provided through FDLE Agreement for purchase of two Livescan fingerprint units.

Contract Manager: David P. Owens (Name) 4482 (Ext.) OMB/Grants Mgt. (Department)

for BOCC meeting on 06/21/06

Agenda Deadline: 06/06/06

CONTRACT COSTS

Total Dollar Value of Contract: $76,862.00

Current Year Portion: $76,862.00

Budgeted? Yes X No

Account Codes: 125-06029-530490-~~GG0616~~-XXXXXX

Grant: $76,862.00

County Match: $0.00

ADDITIONAL COSTS

Estimated Ongoing Costs: $2,857.00
(Not included in dollar value above)

For: Staff support-filing reports, oversight
(eg. Maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director		Yes ☐ No ☑		6/8/06
Risk Management	6-6-06	Yes ☐ No ☑		6-6-06
O.M.B./Purchasing	6/7/06	Yes ☐ No ☑		6/7/06
County Attorney	6/5/06	Yes ☐ No ☑		6/6/06

Comments:_____

OMB Form Revised 9/11/95 MCP #2
Revised 2/95

Florida Department of Law Enforcement

Guy M. Tunnell, Commissioner

Jeb Bush, Governor
Charlie Crist, Attorney General
Tom Gallagher, Chief Financial Officer
Charles H. Bronson, Commissioner of Agriculture

MAY 2 3 2006

RECEIVED
MAY 3 0 2006
BY: OMB

The Honorable Charles "Sonny" McCoy
Mayor of Monroe County
530 Whitehead Street
Key West, Florida 33040

Re: 06-CJ-K3-11-54-01-264 / Criminal History Record Improvement - Livescan

Dear Mayor McCoy:

The Florida Department of Law Enforcement is pleased to award a Byrne State and Local Law Enforcement Formula Grant in the amount of $57,646 to your unit of government. These funds shall be utilized to implement a Byrne Program under Purpose Area 15C - Criminal Justice Record Improvement.

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

Your attention is directed to Section G of the subgrant, "Acceptance and Agreement". These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and cost reimbursements. Also, you should review the enclosed Subgrant Award Certificate. This certificate contains important information that applies to this award.

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

We look forward to working with you on this project. If we can be of further assistance, please contact Janice Parish at (850)410-8700.

Sincerely,

Clayton H. Wilder
Administrator

CHW/JP/dh

Enclosures

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

Byrne Formula Grant Program

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number **06-CJ-K3-11-54-01-264** in the amount of **$57,646,** for a project entitled: **Criminal History Record Improvement - Livescan**

for the period of **03/01/2006** through **08/31/2006**, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's conditions of acceptance and agreement and special conditions governing this subgrant.

_____ _____
(Signature of Authorized Official) (Date of Acceptance)

_____
(Typed Name of Official)

_____
(Typed Title of Official)

Monroe County
(Name of Subgrantee)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Natileene W. Cassel
NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 6/6/06

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
Byrne Formula Grant Program

SUBGRANT AWARD CERTIFICATE

Subgrantee: **Monroe County Board of Commissioners**

Date of Award: MAY 2 3 2006

Grant Period: From: **03/01/2006** To: **08/31/2006**

Project Title: **Criminal History Record Improvement - Livescan**

Grant Number: **06-CJ-K3-11-54-01-264**

Federal Funds: **$57,646.00**

State Agency Match:

Local Agency Match: **$19,216.00**

Total Project Cost: **$76,862.00**

Program Area: **15C**

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 or OMB Circulars A-87, A-110 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.

06-CJ-K3-11-54-01-264

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

5-23-06

Date

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
Byrne Formula Grant Program

The purchase order should be faxed to one of the following numbers:

714-237-0050
847-761-4989
847-761-4958

or mailed to:

Motorola/Printrak
1250 North Tustin Ave.
Anaheim, CA 92807
Attn: Jayne Goodall

Please include the following statement on the purchase order: "FDLE quantity discount program, Phase 1".

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

RECEIVED
MAY 03 2006
OFFICE OF CRIMINAL JUSTICE GRANTS

Please read instructions before completing this application.

- The term **"Department"**, unless otherwise stated, refers to the **Department of Law Enforcement**.
- The term "**OCJG**" refers to the **Office of Criminal Justice Grants**.
- The term **"subgrant recipient"** or "**subgrantee**" refers to the governing body of a city, county, state agency, or Indian Tribe that performs criminal justice functions as determined by the U.S. Secretary of the Interior.
- The term **"implementing agency"** is a subordinate agency of a city, county, state agency, or Indian Tribe, or an agency under the direction of an elected official (for example, Sheriff or Clerk of the Court). It may also be an entity eligible to be a subgrantee (ex. City of Live Oak)
- Instructions are incorporated in this document by reference.

A. Subgrant Data

1. This section to be completed by Subgrantee	2. This section to be completed by OCJG		
Continuation of Previous Subgrant? Yes X No If Yes, enter CJ Contract # of Previous Subgrant **SFY 2004 CJ Contract #**	Project ID # 04-264	Program Area #: 15C	**CFDA #: 16.579**
	SFY 2005 CJ Contract # 2005 - CJ - K3 - 11 - 54 - 01 - 264		

B. Applicant Information

1. Subgrant Recipient (Subgrantee)

Name of Subgrant Recipient (Unit of Government): Monroe County Board of County Commissioners	**County**
Name of Chief Elected Official / State Agency Head: Charles "Sonny" McCoy Title: Mayor	**Monroe**
Address 530 Whitehead Street	Area Code / Phone # 305-292-3430
City, County, State, Zip Code: Key West, Monroe, Florida 33040	
E-mail Address:	Area Code / Fax # 305-292-3577

2. Chief Financial Officer of Subgrant Recipient (Subgrantee)

Name of Chief Financial Officer: Danny L. Kolhage	**County**
Title: Clerk of the Circuit Court	**Monroe**
Address: 500 Whitehead Street	Area Code / Phone # 305-295-3550
City, County, State, Zip Code: Key West, Monroe, Florida 33040	SUNCOM #
E-mail Address:	Area Code / Fax # 305-295-3660

3. Implementing Agency

Name of Implementing Agency: Monroe County Sheriff's Office Name of Chief Executive Official / State Agency Head / Subgrantee representative (if a subordinate agency of the subgrant recipient): Richard D. Roth	**County**
Title: Sheriff	**Monroe**
Address: 5525 College Road	Area Code / Phone # 305-296-2424
City, County, State, Zip Code: Key West, Monroe, Florida 33040	SUNCOM #
E-mail Address: rroth@keysso.net	Area Code / Fax # 305-292-7098

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

4. Project Director	
Name of Project Director: David P. Owens Title: Grants Administrator	County MONROE
Address: 1100 Simonton Street	Area Code / Phone # 305-292-4482
City, County, State, Zip Code: Key West, Monroe, Florida 33040	SUNCOM #
E-mail Address: RROTH@KEYSSO.NET	Area Code / Fax # 305-292-4515
5. Contact Person	
Name of Contact Person: David P. Owens Title: Grants Administrator	County MONROE
Address: 1100 Simonton Street	Area Code / Phone # 305-292-4482
City, County, State, Zip Code: Key West, Monroe, Florida 33040	SUNCOM #
E-mail Address: Owens-david@monroecounty-fl.gov	Area Code / Fax # 305-292-4515
6. Person Responsible For Financial Reporting (if known)	
Name: David P. Owens Title: Grants Administrator	County MONROE
Address: 1100 Simonton Street	Area Code / Phone # 305-292-4482
City, County, State, Zip Code: Key West, Monroe, Florida 33040	SUNCOM #
E-mail Address: owens-david@monroecounty-fl.gov	Area Code / Fax # 305-292-4515
7. Person Responsible For Programmatic Performance Reporting (if known)	
Name: David P. Owens Title: Grants Administrator	County Monroe
Address: 1100 Simonton Street	Area Code / Phone # 305-292-4482
City, County, State, Zip Code: Key West, Monroe, Florida 33040	SUNCOM #
E-mail Address: owens-david@monroecounty-fl.gov	Area Code / Fax # 305-292-4515
8. Service Provider Contact Person	
Name: Patricia Almeda Welichko Title: Director	County Monroe
Address: 5525 College Road	Area Code / Phone # 305-292-7058
City, County, State, Zip Code: Key West, Monroe, Florida 33040	SUNCOM #
E-mail Address: palmeda@keysso.net	Area Code / Fax # 305-292-7098

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

C. Administrative Data

1. Project Title: Criminal History Record Improvement
2. Identify the year of the project (I, II, III, etc.)
3. Project period | Start: March 1, 2006 | End: August 31, 2006

D. Fiscal Data

Remit Warrant to: (This may only be either the individual listed in B2 (Subgrantee CFO) or a designee in their office. If B2 is selected, do not reenter the contact information. This is only needed for designee.

B2 XXXX
OR
DESIGNEE _____
Name:
Title:
Address:
City, State, Zip
Phone Number:

2. Is the subgrantee participating in the State of Florida Comptroller's Office **electronic transfer program**? (Reimbursement cannot be remitted to any entity other than the subgrantee.)
Yes _____ No _____

3. Frequency of Fiscal Reporting: Monthly_____ Quarterly XXXX

4. Subgrant Recipient FEID #:

5. State Agency SAMAS #: Not applicable

6. Project Generated Income (PGI):
Will the project earn PGI? (See Section G, Item 9.) Yes_____ No XXXX

7. Cash Advance: Will you request an advance?

Yes____ Amount _____ No

If yes, a letter of request must be submitted with the application or prior to submission of the first claim for reimbursement. Amount requested must be justified and accepted by FDLE.

E. Project Narrative

1. **Problem Identification:** Briefly describe a specific problem to be addressed with subgrant funds in terms of Problem Description, Problem Significance and Needs Assessment, as described in the application instructions. Continue narrative on a second page if necessary. Do not exceed two pages. Use a readable size font, per instructions.

The Monroe County Sheriffs Office will purchase two Livescan workstations. Persons arrested will be fingerprinted on this equipment and the data will then be submitted to the Florida Department of Law Enforcement (FDLE) electronically for inclusion in the state's Computerized Criminal History file. The result is that the Sheriff's Office will be able to positively identify the subject arrested and FDLE will be able to maintain complete and accurate criminal history data for arrests occurring in Monroe County. This data is used by criminal justice and non-criminal justice agencies on a daily basis to make decisions.

2. **Project Description:** Briefly describe proposed project activities. Refer to Appendix II, Part 1, Pages 1-3 for a description of eligible project areas). You should include project goals, administration, enhancement/expansion, staff, service providers, clients or other participants, equipment, location, and expected project results, as described in the application instructions

   This section should address the basic points of who, what, when, where, and how.

   Continue on additional pages if necessary; do not exceed three pages.

Funds obtained from this grant application will be used to purchase one Livescan workstation. FDLE and the Sheriffs Office have agreed to the following Memorandum of Understanding (MOU) regarding this project.

Memorandum of Understanding

This agreement between the Florida Department of Law Enforcement (FDLE) and Monroe County Sheriff's Office (Local Agency) establishes relationships for the initiation and continued operation of information systems supporting electronic capture and transmission of arrest data and criminal fingerprint images.

FDLE shall:

- Coordinate installation of two Live Scan Workstations to be purchased by the Local Agency and placed in Local Agency's facilities.
- Provide frame relay network access between FDLE and the equipment provided under this MOU.
- Provide or arrange training on the use of the installed equipment.
- Provide written operating guidelines for accessing state databases using the equipment provided by FDLE.
- Operate and maintain a database of tenprint records and unsolved latent prints accessible 24 hours per day, seven days per week.
- Coordinate installation of FDLE or vendor initiated software upgrades for installed equipment to ensure continued interface with state databases.
- Provide certification training of operators when necessary.
- Provide on-site assistance to the local agency for maximizing effectiveness in operating equipment used for capture and transmission of fingerprint and arrest data.
- Search new arrest fingerprints against unsolved latent data and notify contributing agency of positive identifications.
- Provide certified fingerprint analysts at FDLE to support tenprint search and identification 24 hours per day, seven days per week.

- Establish operating priorities and policies that maximize the effective use of this technology to users statewide.
- Plan for future growth to ensure continued operation of this support function.

Local Agency shall:

- Purchase required equipment.
- Immediately identify a project officer to coordinate activities relating to this MOU.
- Establish a mutually agreeable schedule for equipment delivery and transition to electronic transmission of arrest and fingerprint data to FDLE.
- Fund for and complete any necessary local facility modifications (e.g., power or local communications wiring) that may be required to properly house and operate the equipment provided by FDLE.
- Budget for and assume maintenance responsibility for equipment.
- Complete fingerprint and arrest information for timely electronic transmission to FDLE in the format specified by the National Institute for Standards and Technology (NIST) to include the Type 2 record definition supplied by FDLE.
- Comply with Offender Based Tracking System (OBTS) numbering for ten print submissions as defined by FDLE.
- Adhere to FDLE's policies and procedures regarding certified operators for FCIC and tenprint operations.
- Comply with FDLE operational guidelines for accessing the state database.
- Set a yearly *goal* to submit 100% of all fingerprint records processed within county.

3. **Program Objectives and Performance Measures:** Up to three types of objectives may be included in this section of your subgrant application, i.e., Uniform Objectives, Project-Specific Objectives and Self-Generated Objectives. If you are proposing a project in one of the Authorized Program Areas with no Uniform Objectives, contact FDLE, Office of Criminal Justice Grants, at (850) 410-8700 for further guidance. Continue on a second page if necessary.

a. List the number and title of the Program Area to be addressed. Refer to Appendix II, Part II, for a listing of authorized program areas. (Select only **1** Program Area)

15C (#) — Criminal Justice Records Improvement (Title)

b. List Uniform Objectives first, followed by any other appropriate objectives you may wish to address. If additional objectives are included, please identify whether they are Project Specific or Self-Generated Objectives. Uniform and Project Specific Objectives form the basis for collection of data and quarterly performance reporting.

Uniform Objectives (Mandatory, copy as worded for the program area addressed and include all appropriate questions. Include Objectives from only **1** program area, Objectives from a different program area could be included as Project Specific Objectives).

15C.10	Implement and upgrade Automated Fingerprint Identification Systems (AFIS) and purchase supporting livescan equipment. (Reference : Action Step 5 in the CJRI Plan.) Part 1-During this reporting period, did you order AFIS equipment? Please describe in the report narrative. Part 2- During this reporting period, did you install and test equipment? Please describe in the report narrative. Part 3-During this reporting period, did AFIS equipment become operational? Please describe in the report narrative. In this narrative, please also indicate how many fingerprints you processed using AFIS equipment during this period.	**Y/N**

4. **Activity Implementation Schedule.** Complete the Activity Implementation Schedule showing when activities in the Program Description will commence and how the project will progress. This chart benchmarks planned activities, both administrative and programmatic. An "X" has been inserted for reports with mandatory due dates for all projects. Place an additional "X" to indicate times applicable to your project, as illustrated for quarterly program reports. Make a detailed listing of key activities under the heading "Programmatic Activities." Your Quarterly Performance Reports will be reviewed against this schedule.

March 1, 2006 – August 31, 2006
Subgrant Period (Beginning Date – Ending Date)

Administrative Activities

ACTIVITY	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Submit Financial Reimbursement Requests	X						X			X		
Submit Financial Closeout Package	X											
Submit Quarterly Program Reports	X						X			X		
Submit Quarterly PGI Reports (If applicable)												

Programmatic Activities
(Continue on a second page if necessary.)
Be sure to include activities mentioned in the Project Description

ACTIVITY	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
15C.10 Implement and upgrade Automated Fingerprint Identification System (AFIS) and purchase supporting livescan equipment.						X	X	X	X	X	X	

F. Project Budget

1. Budget Schedule

a. The Project Budget Schedule includes five Budget Categories (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay, and Indirect Costs) and Total Project Costs. Total Local Match must be a minimum of 25% of the Total Budget.

b. Enter the amount of federal, matching, and total funds by budget category that you will use to support project activities. Enter dollar amounts only in applicable categories based on totals from the Budget Narrative and leave others blank. Total Local Match must be a minimum of 25 percent of the Total Budget.

c. Show all figures rounded to the next highest dollar; do not include cents. (Example $4,505.25 as $4,506).

Type or Print Dollar Amounts Only in Applicable Categories and Leave Others Blank.

Budget Category	Federal	Match	Total
Salaries And Benefits	NONE	NONE	NONE
Contractual Services	NONE	NONE	NONE
Expenses	NONE	NONE	NONE
Operating Capital Outlay	$57,646	$19,216*	$76,862
Indirect Costs	NONE	NONE	NONE
Totals	$57,646	$19,216*	$76,862

NOTE: FDLE will provide the matching funds for this application.

2. Budget Narrative

a. The Project Budget Narrative may reflect costs in any of the five budget categories (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay (OCO), Indirect Costs). The Total Project Costs should be included.

b. You must describe the line items for each applicable budget category for which you are requesting subgrant funding. Provide sufficient detail to show cost relationships to project activities. Reimbursements will only be made for items clearly identified in the budget narrative.

c. Costs must not be allocated or included as a cost to any other federally financed program.

(Continue on additional pages if necessary.)

Budget Narrative:

Salaries and Benefits:	NONE
Contractual Services	NONE
Expenses:	NONE
Operating Capital Outlay:	$76,862

The Monroe County Sheriffs Office will purchase two Livescan Workstations, at a cost not to exceed $76,862.

Indirect Costs:	NONE
TOTAL:	$ 76,862

G. Conditions of Acceptance and Agreement

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 16 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 and Byrne Program Guidance as well as Florida laws and regulations including the Florida Administrative Code Chapter 11D-9, Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program. Further, the Subgrant Recipient agrees to comply with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-110, A-102, A-122, A-133, A-87, as applicable; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule and Part 67, Drug-free Workplace.**

2. **Allowable Costs**
   a. Allowance for costs incurred under the subgrant shall be determined according to the general principles of allowability and standards for selected cost items set forth in the OJP Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments", or OMB Circular A-21, "Cost Principles for Educational Institutions".

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

3. **Reports**
   a. **Project Performance Reports**
      (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date. 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 16, Performance of Agreement Provisions.

      (2) Report Contents: Performance reports must include both required sections, the quantitative response (in response to specific objectives and measures) and the qualitative narrative. The narrative must reflect on accomplishments for the quarter, incorporate specific items specified for inclusion in performance measures, and also identify problems with project implementation and address actions being taken to resolve the problems.

Other Reports:

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

b. **Financial Reports**

(1) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Monthly Project Expenditure Reports (1-11) are due thirty-one (31) days after the end of the reporting period. Quarterly Project Expenditure Reports (1-3) are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Financial Claim Reports shall be submitted. A final Project Expenditure Report and a Criminal Justice Contract (Financial) Closeout Package shall be submitted to the Department within forty-five (45) days of the subgrant termination period. Such claim shall be distinctly identified as "final".

(2) 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 (OCGJ). A subgrant recipient shall submit either monthly or quarterly project expenditures in order to report current project costs. Reports are to be submitted even when no reimbursement is being requested.

(3) All claims for reimbursement shall be submitted in sufficient detail for proper pre-audit and post-audit.

(4) Before the "final" project expenditure request 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.

(5) The subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date covering subgrant project generated income and expenditures during the previous quarter. (See Item 9, Program Income.)

c. **Other Reports**

The subgrant recipient shall submit 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 OJP Financial Guide (as amended), U.S. Department of Justice Common Rule for State and Local Governments, and federal Office of Management and Budget's (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 may be authorized for up to twenty-five (25) percent of the federal award for each project according to Section 216.181(16)(b), Florida Statutes, the OJP Financial Guide, and the U.S. Department of Justice Common Rule for State and Local Governments. Advance funding shall be provided to a subgrant recipient upon a written request to the Department. This request, shall be either enclosed with the subgrant application or submitted to the Department prior to the first request for reimbursement. Justification should address a 30/60/90-day need for cash based on the budgeted activities for the period.

8. **Travel and Training**
   a. All travel expenses relating to field trips with youth requires written approval of the Department prior to commencement of actual travel.

   b. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, Florida Statutes.

   c. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, Florida Statutes.

9. **Program Income (also known as Project Generated Income)**
   Program income means the gross income earned by the subgrant recipient during the subgrant period, as a direct result of the subgrant award. Program income shall be handled according to the OJP Financial Guide
   and U.S. Department of Justice Common Rule for State and Local Governments (reference 31 CFR Part 206 - Management of Federal Agency Receipts, Disbursements, and Operation of The Cash Management Improvement Fund).

10. **Approval of Consultant Contracts**
    The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when their 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 OJP Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts.

11. **Property Accountability**
    a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or request Department disposition.

    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 OJP 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.

12. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the OJP 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.

13. Copyright

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

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

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

14. Publication or Printing of Reports

The subgrant recipient shall submit one copy of all reports and proposed publications resulting from the agreement twenty (20) days prior to public release. Any publications (written, visual, or sound), whether published at the recipient's or government's expense, shall contain the following statement: (NOTE: This excludes press releases, newsletters, and issue analysis.)

"This project was supported by grant funds awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

15. 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 Sections 11.45 and 215.97, Florida Statutes, and Chapters 10.550 and 10.600, Rules of the Florida Auditor General.

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 and will be returned to the subgrant recipient.

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 OBM Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

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

h. The completed audit report or notification of non-applicability should be sent to the following address:

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

16. 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.

17. Commencement of Project

a. If a project has not begun within sixty (60) days after acceptance of the subgrant award, the subgrant recipient shall send a letter to the Department indicating steps to initiate the project, reason for delay and request a revised project starting date.

b. If a project has not begun within ninety (90) days after acceptance of the subgrant award, the subgrant recipient shall send another letter to the Department, again explaining the reason for delay and request another revised project starting date.

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 amendment to this agreement.

18. 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.

19. Written Approval of Changes in this Approved Agreement

Subgrant recipients shall obtain approval from the Department for major substantive changes. These include, but are not limited to:

a. Changes in project activities, target populations, service providers, implementation schedules, designs or research plans set forth in the approved agreement;

b. Budget deviations that do not meet the following criterion. That is, a subgrant recipient may transfer funds between budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget item; or,

c. Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Department. Transfers do not allow for increasing the quantitative number of items documented in any approved budget item, i.e., increasing the quantity of equipment items in Operating Capital Outlay or Expense categories, or staff positions in the Salaries and Benefits category.)

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

20. 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 Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

21. 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 privilege of visiting the project site to monitor, inspect and assess work performed under this agreement.

22. 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 OJP Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments.

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 Chapter 119, Florida Statutes, and made or received by the subgrant recipient or its contractor in conjunction with this agreement.

23. 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.

24. 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 and the ADP Justification 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.

25. 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.

26. Personnel Changes

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

27. 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 Chapter 435, Florida Statutes 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 Chapter 435, F.S., 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. 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.

28. Drug Court Projects

a. A Drug Court Project funded by the Byrne Grant Program must contain the 10 key elements outlined in the U.S. Department of Justice, Office of Justice Programs, Drug Courts Program Office, program guidelines "Defining Drug Courts: The Key Components", January 1997. This document can be obtained from FDLE, Office of Criminal Justice Grants, at (850) 410-8700.

b. To ensure more effective management and evaluation of drug court programs, the subgrant recipient agrees that drug court programs funded with this award shall collect and maintain follow-up data on criminal recidivism and drug use relapse of program participation. The data collected must be available to U.S. DOJ and FDLE upon request.

29. 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.

30. Criminal Intelligence System

a. The purpose of the federal regulation published in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies is to assure that subgrant recipients of federal funds for the principal purpose of operating a criminal intelligence system under the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq., as amended, use those funds in conformance with the privacy and constitutional rights of individuals.

b. The subgrant recipient and a criminal justice agency that is the implementing agency agree to certify that they operate a criminal intelligence system in accordance with Sections 802(a) and

818(c) of the Omnibus Crime Control and Safe Streets Act of 1968, as amended and comply with criteria as set forth in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies and in the Bureau of Justice Assistance's Formula Grant Program Guidance. Submission of this certification is a prerequisite to entering into this agreement.

c. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or criminal justice agency operates a criminal intelligence system and does not meet Act and federal regulation criteria, they must indicate when they plan to come into compliance. Federal law requires a subgrant-funded criminal intelligence system project to be in compliance with the Act and federal regulation prior to the award of federal funds. The subgrant recipient is responsible for the continued adherence to the regulation governing the operation of the system or faces the loss of federal funds. The Department's approval of the subgrant recipient agreement does not constitute approval of the subgrant-funded development or operation of a criminal intelligence system.

31. 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 OJP's Financial Guide is required from all projects that are involved with confidential funds from either Federal or matching funds. The signed certification must be submitted at the time of grant application.

32. Equal Employment Opportunity (EEO)

a. No person, on the grounds of race, creed, color or national origin shall be excluded from participation in, be refused benefits of, or otherwise subjected to discrimination under grants awarded pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and, Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, F, G and H.

b. The subgrant recipient and the implementing agency agree to certify that they either do or do not meet EEO program criteria as set forth in Section 501 of The Federal Omnibus Crime Control and Safe Streets Act of 1968, as amended and that they have or have not formulated, implemented and maintained a current EEO Program. Submission of this certification is a prerequisite to entering into this agreement. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have 120 days after the date this agreement was made to comply with the Act or face loss of federal funds subject to the sanctions in the Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and 28 CFR Section 42.207 Compliance Information).

c. Any subgrant recipient or implementing agency receiving a single grant award for $500,000 or more OR an aggregate of grant awards for $1,000,000 or more during any 18 month period in federal funds, must have approval of its EEO Plan by the U.S. DOJ, Office for Civil Rights (OCR). The subgrantee shall submit its EEO Plan to FDLE, for submittal to the U.S. DOJ, OCR for approval. The submission shall be in both paper copy and electronic format. If the U.S. DOJ, OCR has approved an agency's EEO Plan during the two previous years, it is not necessary to submit another EEO Plan. Instead, the subgrantee need only send a copy of its approval letter from the OCR. However, if the EEO Plan approval is more than two years old, an updated Plan must be submitted.

d. 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.

33. Americans with Disabilities Act

Subgrantees 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).

34. 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.

35. National Environmental Policy Act (NEPA)

a. The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. 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 subgrantee 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.

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

36. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant's Responsibilities). 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.

37. 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; or federal loan of $150,000 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 Section 1352, Title 31, United States Code. 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. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(2) If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.

(3) The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all subgrant recipients shall certify and disclose accordingly.

38. State Restrictions on Lobbying

In addition to the provisions contained in Item 38, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

39. "Pay –to-Stay"

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

40. 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 subgrantee 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 subgrantee 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 form a seized laboratory's operations are placed or come to rest.

Therefore, the subgrantee 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 subgrantee 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 subgrantee to the seizure or closure if of clandestine methamphetamine laboratories;

2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrantee 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. Included among the personnel involved in seizing of clandestine methamphetamine laboratories, or have immediate access to, qualified personnel who can respond to the potential health needs of any offender(s)' children or other children present or living at the seized laboratory site. Response actions should include, at a minimum and as necessary, taking children into protective custody, immediately testing them for methamphetamine toxicity, and arranging for any necessary follow-up medical tests, examinations or health care.

41. Limited English Proficiency

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance to assist agencies to comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov, or by contacting OJP's Office for Civil Rights at (202) 307-0690, or by writing to the following address:

Office for Civil Rights
Office of Justice Programs
U.S. Department of Justice
810 Seventh Street NW, Eighth Floor
Washington, DC 20531

42. The Coastal Barrier Resources Act

The subgrantee 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.

43. 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.

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

The subgrantee 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.

45. Flood Disaster Protection Act

The subgrantee 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.

46. National Historic Preservation Act

The subgrantee will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Department of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

47. Omnibus Crime Control and Safe Streets Act

The subgrantee 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, M7100.1; and all other applicable State and Federal laws, orders, circulars, or regulations.

48. Public Safety Officers' Health Benefits Provision

The recipient has certified it is in compliance with the Public Safety Officers' Health Benefits Provision of the Fiscal Year 2002, Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Act (Pub. L. No. 107-77) and agrees to remain in compliance during the life of the grant. This provision requires that the unit of local government which employs a public safety officer (as defined by Section 1204 of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended) to afford such public safety officer who retires or is separated from service due to injury suffered as a direct and proximate result of a personal injury sustained in the line of duty while responding to an emergency situation or hot pursuit (as such terms are defined by State law) with the same or better level of health insurance benefits at the time of retirement or separation as the officer received while employed by the jurisdiction. If the recipient demonstrates noncompliance during the life of the grant, 10 percent of the award amount must be returned to the grantor.

SUBGRANTEE CERTIFICATION

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that the Subgrantee (Subgrant Recipient) . . . (Select one of the following):

__XXX__Meets Act Criteria _____Does not meet Act Criteria

I affirm that I have read the Act criteria set forth in the Subgrant Application Instructions. I understand that if the Subgrant Recipient meets these criteria, it must formulate, implement and maintain a written EEO Plan relating to employment practices affecting minority persons and women. I also affirm that the Subgrant Recipient . . . (Select one of the following):

__XXX__Has a Current EEO Plan _____Does Not Have a Current EEO Plan

_____Has included a copy of the current approval letter from the US DOJ

I further affirm that if the Subgrant Recipient *meets* the Act criteria and does not have a current written EEO Plan, federal law requires it to formulate, implement, and maintain such a Plan within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.

_____
Signature of Subgrantee Authorized Official

Type Name: Charles "Sonny" McCoy

Title: Mayor

Subgrant Recipient: Monroe County Board of County Commissioners

Date: 4/26/04

IMPLEMENTING AGENCY CERTIFICATION

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that this Implementing Agency . . .*(Select one of the following)*:

XXX Meets Act Criteria ___Does not meet Act Criteria

I affirm that I have read the Act criteria set forth in the Subgrant Application Instructions. I understand that if the Implementing Agency meets these criteria, it must formulate, implement and maintain a written EEO Plan relating to employment practices affecting minority persons and women. I also affirm that the Implementing Agency . . . *(Select one of the following)*:

XXX Has a Current EEO Plan ___Does Not Have a Current EEO Plan

_____Is Included in the EEO Plan of the Subgrant Recipient.

_____Has included a copy of the current approval letter from the US DOJ

I further affirm that if the Implementing Agency *meets* the Act criteria and does not have a current written EEO Plan, federal law requires it to formulate, implement, and maintain such a Plan within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.

Michael D. Rice for

Signature of Implementing Agency Authorized Official

Type Name: Richard D. Roth

Name of Subgrant Recipient: Monroe County Board of County Commissioners

Name of Implementing Agency: Monroe County Sheriffs Office

Title: Sheriff

Date: 5/1/06

Sheriff

Monroe County Sheriff's Office
Richard D. Roth, Sheriff
5525 College Road
Key West, Florida 33040
(305) 292-7000 FAX: (305) 292-7070 1-800-273-COPS
www.keysso.net

SUBSTATIONS:
Freeman Substation
20950 Overseas Hwy.
Cudjoe Key, FL 33042
(305) 745-3184
FAX (305) 745-3761

Marathon Substation
3103 Overseas Hwy.
Marathon, FL 33050
(305) 289-2430
FAX (305) 289-2497

Islamorada Substation
87000 Overseas Hwy.
Islamorada, FL 33036
(305) 853-7021
FAX (305) 853-9372

Roth Building
50 High Point Rd., Suite 100
Tavernier, FL 33070
(305) 853-3211
FAX (305) 853-3205

DETENTION CENTERS:
Key West Det. Center
5501 College Road
Key West, FL 33040
(305) 293-7300
FAX (305) 293-7353

Marathon Det. Facility
3981 Ocean Terrace
Marathon, FL 33050
(305) 289-2420
FAX (305) 289-2424

Plantation Det. Facility
53 High Point Road
Plantation Key, FL 33070
(305) 853-3266
FAX (305) 853-3270

SPECIAL OPERATIONS
P.O. Box 500975
Marathon, FL 33050
(305) 289-2410
FAX (305) 289-2498

AVIATION DIVISION
10100 Overseas Hwy.
Marathon, FL 33050
(305) 289-2777
FAX (305) 289-2776

COMMUNICATIONS
2796 Overseas Hwy.
Marathon, FL 33050
(305) 289-2351
FAX (305) 289-2493

May 9, 2006

David P. Owens, Grants Admin.
County of Monroe
1100 Simonton St., Room 2-210
Key West, Florida 33040

Re: Signing Authority

Dear Mr. Owens:

As per your request, enclosed find copy of Chapter Two of the Monroe County Sheriff's Office General Orders. Please note page 2:1, when the Sheriff and Undersheriff are not available, command automatically succeeds to the Chief of Administration (Michael Rice).

I hope this is what you need, if for any reason it isn't, do not hesitate to contact me.

Sincerely,

Val Marinello
Sheriff's Aide

Enc.

CHAPTER TWO

OFFICE DIRECTION

I. PURPOSE

The purpose of this Directive is to establish guidelines for Office Direction.

II. DISCUSSION

This Directive shall apply to all Sheriff's personnel. The Sheriff of Monroe County, Florida is charged with protecting the lives and property of its citizens and guests. Naturally, there may be times when the Sheriff is outside the boundaries of Monroe County or may be otherwise incapacitated making it difficult for him to carry out the mandates of his Office. Therefore, to ensure that the Office will continue to function in an orderly fashion, the following system of succession is established to ensure that leadership is available when the Sheriff is incapacitated, out of town, or otherwise unable to act. Procedures and policies have been established to ensure accountability of Supervisors, to resolve conflicting orders, and to coordinate efforts and communication through staff meetings. In addition, policies have been established to define Authority & Responsibility and Unity of Command.

III. POLICY AND PROCEDURE

A. Order of Succession

In the event the Sheriff of Monroe County is incapacitated, off duty, out of town, or otherwise unable to act, command shall automatically succeed in the following order, unless otherwise directed:

1. Planned absences

a. Undersheriff
b. Chief of Administration
c. Designated Commander
d. Commander of Corrections

2. Exigent circumstances – Where the Sheriff and Undersheriff both are incapacitated or otherwise unable to act, command shall automatically succeed in the following order:

a. Chief of Administration
b. Commander of Corrections
c. Commander of Criminal Investigations

B. The Undersheriff is responsible for the day to day operations of the Monroe County Sheriff's Office.

C. Accountability

In the areas of command, the Sheriff has appointed certain personnel to supervisory roles in order to carry out the effective administration of his Office. These supervisory personnel are accountable for the performance of those under their immediate control. Effective direction, coordination, and control are required from each level of supervision within the Office.

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

H. Signature Page

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: 5-23-06

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

Typed Name of Subgrant Recipient: Monroe County Board of County Commissioners

Signature:

Typed Name and Title: Charles "Sonny" McCoy, Mayor

Date: 4/26/06

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Monroe County Sheriffs Office

Signature: Michael D. Rice for

Typed Name and Title: Richard D. Roth, Monroe County Sheriff

Date: 5/1/06