BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 16, 2005

Division: Budget and Finance

Bulk Item: Yes ☒ No ☐

Department: Grants

Staff Contact Person: David P. Owens

AGENDA ITEM WORDING: Approval of contracts with providers of programs funded by the Edward Byrne Memorial Justice Assistance Grant Program. A summary of the providers and amounts is attached.

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

PREVIOUS RELEVANT BOCC ACTION: Participation in Byrne Grant Program since approximately 1990. Approval of Certification of Participation at April 2005 meeting. Approval of SAPAB recommendations at May 2005 meeting. Contracts with FDLE are also on today's agenda.

CONTRACT/AGREEMENT CHANGES: All are new contracts. However, some providers and programs have been funded in prior years under similar contracts.

STAFF RECOMMENDATION: Approval.

TOTAL COST: 191,578.00

BUDGETED: Yes ☒ No ☐

COST TO COUNTY: 47,895.00

SOURCE OF FUNDS: ad valorem taxes

REVENUE PRODUCING: Yes ☐ No ☒

AMOUNT PER MONTH_____
YEAR_____

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

DIVISION DIRECTOR APPROVAL: Salvatore Zappulla
Salvatore R. Zappulla

DOCUMENTATION: INCLUDED: ☒ NOT REQUIRED: ☐

DISPOSITION: _____

AGENDA ITEM #: _____

Byrne Grant Funding County FY 2006				
Total Byrne Funds	143,683.00			
Total Local Match	47,895.00			
Grand Total	191,578.00			
Program	Byrne	County	Total	Notes
Boys and Girls Club gang prevention program	21,517.00	7,173.00	28,690.00	new program - serving new geographic area
Care Center for Mental Health Family Treatment Drug Court	42,573.00	14,191.00	56,764.00	second year
Peacock Apts dual-diag offender housing program	49,878.00	16,626.00	66,504.00	final year
Big Brothers/Big Sisters gang prevention	0.00	0.00	0.00	new program
Youth Challenge gang and violence prevention	29,715.00	9,905.00	39,620.00	new program - serving new age group
Totals	143,683.00	47,895.00	191,578.00	
(over) or under available funds	0.00	0.00	0.00	
Calculated match percentage				25.00%

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Monroe County Education Foundation

Effective Date: 10/01/05

Expiration Date: 9/30/06

Contract Purpose/Description: Funds provided through FDLE Agreement for implementation of the Monroe Youth Challenge program as part of Monroe County's FY06 Edward Byrne Memorial Law Enforcement Grant Program

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

for BOCC meeting on 11/16/05

Agenda Deadline: 11/01/05

CONTRACT COSTS

Total Dollar Value of Contract: $39,620.00

Current Year Portion: $39,620.00

Budgeted? Yes X No

Account Codes: 125-06021-530490-GG0612-XXXXXX

Grant: $29,715.00

County Match: $9,905.00

ADDITIONAL COSTS

Estimated Ongoing Costs: $2857.00
(Not included in dollar value above)

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

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	11/3/05	Yes☐ No☑	Salvatore Sgarella	11/3/05
Risk Management	11-2-05	Yes☐ No☑	M. Slavik	11-2-05
EC O.M.B./Purchasing	11/3/05	Yes☐ No☑	Salvatore Sgarella	11/3/05
County Attorney	11/1/05	Yes☐ No☑	S Hatch	11/2/5

Comments:_____

OMB Form Revised 9/11/95 MCP #2

EDWARD BYRNE MEMORIAL STATE AND LOCAL LAW ENFORCEMENT ASSISTANCE FORMULA GRANT FUNDS AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, 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 Monroe County Education Foundation, whose address is Post Office Box 1788, Key West, Florida 33040, hereinafter referred to as "PROVIDER."

WITNESSETH

WHEREAS, the Florida Department of Law Enforcement has awarded a sub-grant of Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds to the COUNTY to implement a program that provides drug free events, crime and substance abuse prevention classes, life skills development classes, and community service projects; and

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

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

WHEREAS, the COUNTY has agreed to disburse the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds to the PROVIDER in accordance with the COUNTY'S application for the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds.

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

1. TERM - The term of this Agreement is from October 1, 2005, through September 30, 2006, the date of the signature by the parties notwithstanding, unless earlier terminated as provided herein.

2. SERVICES - The PROVIDER will provide services as outlined in the COUNTY'S Anti-Drug Abuse Sub-grant Award, attached and made a part hereof.

3. FUNDS - The total project budget to be expended by the PROVIDER in performance of the services set forth in Section 2 of this agreement shall be the total sum of $39,620.00. The total sum represents federal grant/state sub-grant support in the amount of $29,715.00 and local matching funds in the amount of $9,905.00, which amount shall be provided by the county through the grant matching funds account. 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 Subgrant Award Certificate and Application" therefor and all laws, rules and regulations relating thereto are incorporated by reference, (Attachment C).

5. IMPLEMENTING AGENCY BOND - The PROVIDER is an implementing agency under the COUNTY'S Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program, and shall be bound by all the provisions of the documents incorporated by reference in Section 4 of this Agreement. Additionally, the PROVIDER shall be bound by all laws, rules, and regulations relating to the COUNTY'S performance under the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program.

6. BILLING AND PAYMENT

(a) The PROVIDER 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:

Monroe County 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 PROVIDER.

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 PROVIDER after the PROVIDER has received notice of termination. In the event there are any unused Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds, the PROVIDER shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

8. ACCESS TO FINANCIAL RECORDS - The PROVIDER 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 PROVIDER 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:
Monroe County Grants Administrator
1100 Simonton Street
Key West, FL 33040

FOR PROVIDER:
Dan Kratish
Monroe County Education Foundation
P.O. Box 1788
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 PROVIDER at its address specified above. The COUNTY shall not be obligated to pay for any services provided by the PROVIDER after the PROVIDER has received notice of termination.

12. COMPLIANCE WITH LAWS AND REGULATIONS - In providing all services pursuant to this Agreement, the PROVIDER 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 PROVIDER. If the PROVIDER 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. INDEPENDENT CONTRACTOR/EMPLOYEE STATUS – The PROVIDER is an independent contractor. No statement in this agreement shall be construed so as to find the PROVIDER, its employees, contractors, servants, volunteers, or agents to be employees of the COUNTY. Persons employed by the PROVIDER 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 PROVIDER 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 PROVIDER.

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:_____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 11/2/05

_____
Witness

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

Monroe County Education Foundation

By:_____

Title:_____

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 is: breakfast at $3.00, lunch at $6.00, and dinner at $12.00. 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 is calculated at .29 cents per mile for personal auto mileage while on County business. 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 form 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		$ X,XXX.XX
(B)	Total prior payments		$ X,XXX.XX
(C)	Total requested and paid (A + B)		$ X,XXX.XX
(D)	Total contract amount		$ X,XXX.XX
	Balance of contract (D-C)		$ X,XXX.XX

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

_____
Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this _____ day of _____ 2001
by_____ who is personally known to me.

_____
Notary Public

Notary Stamp

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

ETHICS CLAUSE

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

_____
(signature)

Date:_____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this _____ day of _____, 19____.

_____
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

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."

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

OCT - 7 2005

The Honorable Dixie Spehar
Mayor
Monroe County Board of Commissioners
500 Whitehead Street, Suite 102
Key West, FL 33040

Re: Contract No. 2006-JAGC-MONR-3-M8-139

Dear Mayor Spehar:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of $ 29,715.00 for the project entitled, MONROE YOUTH CHALLENGE MIDDLE SCHOOL 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. These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

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

Office of Criminal Justice Grants
Post Office Box 1489, Tallahassee, Florida 32302-1489 • (850) 410-8700
www.fdle.state.fl.us

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
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 2006-JAGC-MONR-3-M8-139, in the amount of $ 29,715.00, for a project entitled, MONROE YOUTH CHALLENGE MIDDLE SCHOOL PROGRAM, for the period of 10/01/2005 through 09/30/2006, 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: OCT - 7 2005

Grant Period: From: 10/01/2005 TO: 09/30/2006

Project Title: MONROE YOUTH CHALLENGE MIDDLE SCHOOL PROGRAM

Grant Number: 2006-JAGC-MONR-3-M8-139

Federal Funds: $ 29,715.00

State Agency Match:

Local Agency Match: $ 0.00

Total Project Cost: $ 29,715.00

State Purpose Area: 04A : Community Crime Prevention

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

10-7-05

Date

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

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

ADDENDUM TO STANDARD CONDITIONS

For Subgrant Recipients receiving Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds under Federal Grant No. 2005-DJ-BX-0057, the following additional conditions apply:

1. 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 OJP.

2. 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.

3. Global Justice Data Model Specifications

To support public safety and justice information sharing, OJP requires the grantee to use the Global Justice Data Model specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction al schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

4. Reporting, Data Collection and Evaluation

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

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1 - Administration

Subgrantee Organization

Organization Name: Monroe County Board of Commissioners

County Organization is Located In: Monroe

FEID OR SAMAS: 59-6000749

Chief Official Position

Name: Dixie Spehar

Title: Mayor

Address: 500 Whitehead Street, Suite 102

City: Key West

State: FL **Zip:** 33040

Email: boccdis1@monroecounty-fl.gov

Phone: 305-292-3440 **Ext:** **Fax:** 305-292-3466 **Suncom:**

Chief Financial Official Position

Name: Danny Kolhage

Title: Clerk

Address: 500 Whitehead Street

City: Key West

State: FL **Zip:** 33040

Email: dkolhage@monroe-clerk.com

Phone: 305-292-3550 **Ext:** **Fax:** 305-295-3663 **Suncom:**

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1: Administration (cont.)

Implementing Agency Organization

Organization Name: Monroe County Board of Commissioners

County Organization is Located In: Monroe

FEID OR SAMAS: 59-6000749

Chief Official Position

Name: Dixie Spehar

Title: Mayor

Address: 500 Whitehead Street, Suite 102

City: Key West

State: FL **Zip:** 33040

Email: boccdis1@monroecounty-fl.gov

Phone: 305-292-3440 **Ext:** **Fax** 305-292-3466 **Suncom:**

Project Director Position

Name: David Owens

Title: Grants Administrator

Address: 1100 Simonton Street

City: Key West

State: FL **Zip:** 33040

Email: owens-david@monroecounty-fl.gov

Phone: 305-292-4482 **Ext:** **Fax** 305-292-4515 **Suncom:**

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: MONROE YOUTH CHALLENGE MIDDLE SCHOOL PROGRAM

Project Sequence No: 0

Subgrantee: Monroe County Board of Commissioners

Implementing Agency: Monroe County Board of Commissioners

Project Start Date: 10/1/2005 **End Date:** 9/30/2006

Problem Identification

Problem Identification
The Problems to which the Monroe Youth Challenge Program (MYCP) are responding are: 1) increases in middle school fighting and bullying, alcohol-related usage, suspension rates, and arrests; and 2) decreases in the age that students are reporting using gateway drugs - in particular, cigarettes and alcohol.

Significance
These problems are significant because: 1) early usage of gateway drugs such as alcohol and tobacco is often a precursor to the use of harder drugs such as methamphetamine and cocaine; 2) there is a noteworthy correlation between alcohol or chemical dependency and criminal activity according to several studies released by the National Institute of Child Health and Human Development (NICHD); 3) fighting and bullying are the major causes of violence in middle schools which, in turn, are the most common reasons for out of school suspensions; and 4) increased suspension rates correlate to increased drop out rates.

The at risk youth, their families, victims as well as the local community as a whole are affected by the social and economic cost of the increase in juvenile substance abuse and crime.

Needs Assessment.
The scope of the problem of middle school usage of gateway drugs, in particular, alcohol and tobacco, is indicated by surveyed Monroe County high school students reporting that they first used cigarettes at 12.4 years old, had tried alcohol at 13.2, and drank at least once a month at 14.8. This was self reported in the 2004 Florida Youth Substance Abuse Survey which also showed that 22.5% of Monroe County middle school students drank alcohol in the past 30 days. (2.2% higher than the state average).

The same study showed an increasing trend in the delinquent behavior of Monroe County middle school students involving arrests and attacking someone with intent to do harm. The Sheriff's office reported that middle school students represent less than 1/3 of the total students, yet constitute 60% of the 50 reported citations and arrests in school year 04/05. Of the 30 middle school arrests, 80% were due to fighting or battery on other students or staff.

Problem Identification (Continued)

Florida Department of Education reports that suspension rates in Monroe County are above the state average by .5 percent.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview (cont.)

Project Summary

Project Summary
One Year Goals:

Reduce teasing and bullying behavior by 5% among middle school students.

Facilitate decision making and conflict resolution programs to decrease the number of reported fights in the middle school setting by 5%.

Assist in the reduction of alcohol usage, specifically binge drinking, by middle school students by 5% in the 2005-2006 school year as reported in Florida Youth Self Assessment Survey.

Two Year Goals:

Create a Be The Change Club at Middle Schools in which students demonstrate a commitment to drug-free norms, community service and peer support via school wide campaigns, service projects and Natural Helpers.

Increase the use among middle school students of community based training programs and youth services by 5%.

The provider will be the Monroe County Education Foundation; its address is 241 Trumbo Road, Key West, FL 33040

The relationship of the County to the provider is contractual.

A license is not required. All Substance abuse education is provided by third party agencies or motivational speakers in assemblies or classroom presentations. MYCP only coordinates events and is not the primary provider of any substance abuse trainings.

This is not a new activity for the service provider. Over the past 4 years, we have developed a variety of programs for high school students designed to reduce violence and other at-risk behaviors, and improve peer relations, while increasing personal life and leadership skills. MYCP has hosted over 20 Challenge Days providing anti violence training to over 1700 students. MYCP sponsored BE THE CHANGE clubs and a leadership class during the day at each high school.
MYCP sponsored anti drug and anti violence trainings in all the high schools such as the Florida National Guard's Knight Vision Drug Education Training.

In a letter dated April 28, 2003, Coral Shores High School (CSHS) counselor, Cindy Ypsilanti said, "I have seen a tremendous change in our students' relationships with each other on campus and in the community since many of the strategies of community service, mentoring and helping each other has come to fruition through such programs we have implemented in the Upper Keys as Challenge Day, Ropes training, Natural Helpers, and the S.M.I.L.E. club (Students Mentoring in Life Everyday) during the past

Project Summary (Continued)

two years. Students are learning how to effectively communicate through active listening, problem solving and they bring real concerns to adults as needed. Teenagers go through difficult times trying to fit in and belong to a peer group. By identifying this process as a common and universal need through the interactive supportive programs, students are learning that they are not alone in this process of growing and finding themselves. These program initiatives have become the heart and soul of our school."

She also found that Leadership Class participants had an average increase of .2 in their accumulative grade point average via a sampling of student grades.

A review of the 2002-03 School Environmental Safety Incident Reports showed that CSHS overall incidents of anti social behavior had a decrease of 67%.

Incidents of arrests for high school students dropped from 7.7 in 2001 to 6.9 in 2004 and incidents of attacks with intent to harm dropped from 12.3 in 2001 to 10.9 in 2004.

We cooperate with numerous community agencies and civic clubs, including Rotary, Sheriff Dept, American Red Cross, Big Brothers Big Sisters, and 4H.

Staff includes:
Community Development Coordinator: will develop partnerships and build up the volunteer groups. This will be done by regular meetings for volunteers and email.

Prevention Coordinator: oversees community projects, trainings and campaigns, done in conjunction with a school liaison and teacher.

Admin. Asst.: will handle correspondence, financial management, policies and procedures, public relations, special projects, volunteer coordination program evaluations, data management.

Challenge Day and Conflict Resolution training are planned for Prevention Coordinators and adult volunteers.

Key Personnel are the Prevention Coordinators who coordinate the implementation and evaluation of all trainings and student planned events. They may also provide direct training to students, school faculty or staff and community volunteers.

The number of staff who will be providing project activities is four; they are contract staff, fifty percent of the positions will be funded with project funds.

There is no project equipment.

Project Location.
Throughout Monroe County, public and private middle schools and youth providers.

Project Activities/Administration

Project Summary (Continued)

Monroe Youth Challenge Program will offer the following activities:

Motivational assemblies and speakers, Gateway Drug and Anti Bullying Trainings, Peer Education, School Clubs and Service Projects, and Natural Helpers Peer Assistance Program.

One Contact hour with one student is the unit of measurement. This includes training, drug-free events, and service projects.

The project will perform this activity weekly

An average of 20 middle school youth will be involved per activity. Some will have fewer. Some, such as assemblies may have 300 students.

MYCP will provide a minimum of 2000 defined units. This would reflect half of the middle schoolers in the county receiving 2 contact hours of anti drug, anti violence, or life skills training.

Our target group is middle school age students of both sexes at all Monroe County schools.

Participants will be selected by teachers, counselors, and administrators. The Prevention Coordinator will recruit additional at-risk students. Students who will be Natural Helpers are chosen by fellow students.

The only criterion for participants to qualify for programs is that they be in middle school. Students with at-risk behaviors such as excessive referrals, absences, tardies, or poor academic performance will be specifically targeted.

Project Results
Measurement:
Florida Youth Survey reporting, Monroe County's Climate Survey, School incidence reports, School Environmental Safety Incident Reporting (SESIR).

Successful Completions for Group
Reduction of incidents of fighting, bullying and arrests in Middle School. Reduction of binge drinking and other alcohol related incidents.

Successful Completions for Individuals
Reduced number of discipline referrals, increased involvement in school and community activities and promotion to next grade.

Improved knowledge and healthy attitudes toward Gateway drugs, in particular tobacco and alcohol, as measured by a Project Alert Survey.

Project Summary (Continued)

If a student attending one of our programs attempts to leave, we will assess the student and provide alternative assistance.

Our most effective incentive for student participation is community sponsored awards as appropriate and community service hours that are added to the student's high school portfolio.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency for this Subgrant: Quarterly

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

Federal Purpose Area: 003 - Prevention and Education Programs

State Purpose Area: 04A - Community Crime Prevention

Activity Description:

Activity: Community Service
Target Group: Children
Geographic Area: School District
Location Type: School, Middle

Activity Description:

Activity: Community Leader Meetings
Target Group: Children
Geographic Area: School District
Location Type: School, Middle

Activity Description:

Activity: Crime Prevention Education
Target Group: Children
Geographic Area: School District
Location Type: School, Middle

Activity Description:

Activity: Drug Free Events
Target Group: Children
Geographic Area: School District
Location Type: School, Middle

Activity Description:

Activity: Mentoring
Target Group: Children
Geographic Area: School District
Location Type: School, Middle

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

Activity Description:

Activity: Recreation Program
Target Group: Children
Geographic Area: School District
Location Type: School, Middle

Address(es):

Horace O'Bryant Middle School
1105 Leon Street
Key West , FL 33040

Key Largo School
104801 Overseas
Key Largo , FL 33037

Marathon Middle School
350 Sombrero Beach Blvd.
Marathon , FL 33050

Monroe Youth Challenge
90-B Sombrero Road
Marathon , FL 33050

Plantation Key School
100 Lake Road
Tavernier , FL 33070

Stanley Switlik School
3400 Overseas Highway
Marathon , FL 33050

Sugarloaf School
225 Crane Blvd.
Sugarloaf Key , FL 33042

Objective:

04A.01 - Provide a specified number of alternative drug-free events. [Alternative drug-free events would include any participatory event designed to strengthen the anti-drug message and/or anti-crime message.]

Measure: Part 1

How many alternative drug free events will be conducted?

Section 3: Performance

Goal: 10

Objective:

04A.02 - Present a specified number of crime and substance abuse prevention education classes.

Measure: Part 1

How many crime prevention and substance abuse education classes will be presented?

Goal: 15

Objective:

04A.03 - Conduct a specified number of life skill development education classes.

Measure: Part 1

How many life skill development education classes will be presented?

Goal: 30

Objective:

04A.05 - Conduct a specified number of meetings with community leaders for the purpose of identifying neighborhood problems/developing proposed solutions/support groups. Activities should be reported separately from Neighborhood Watch/Business Watch Programs.

Measure: Part 1

How many meetings with community leaders for the purpose of identifying neighborhood problems and developing proposed solutions will be conducted?

Goal: 12

Objective:

04A.09 - Conduct a specified number of community service projects which may include neighborhood clean-up campaigns.

Measure: Part 1

How many community service projects which may include neighborhood clean-up campaigns, will be conducted.

Goal: 10

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

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

SAMAS / Vendor Number: 59-6000749

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$29,715.00	$0.00	$29,715.00
Expenses	$0.00	$0.00	$0.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$29,715.00**	**$0.00**	**$29,715.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

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

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4 - Financial (cont)

Budget Narrative:

CONTRACTUAL SERVICES

Prevention Coordinators - $25,000.00

Community Development Coordinator - $5,200.00

Administrative Assistant - $9,420.00

Purchasing methods to be used will conform to existing Federal, State, and Local laws and regulations.

Budget category is contractual services.

Monroe County will contract with the Monroe County Education Foundation for this project.

Total program cost is $39,620.00, and the JAG portion is $29,715.00. The balance of the program cost will be provided by Monroe County.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4 - Financial (cont)

Section Questions:

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?

Ans: Yes

Indicate the Operating Capital Outlay threshold established by the subgrantee.

Ans: 750

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.

Ans: n/a

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.

Ans: n/a

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 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 Edward Byrne Memorial Justice Assistance Grant (JAG) 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 JAG 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 ant 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.

CERTIFICATION OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM REQUIREMENTS

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

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):**

_XX_ 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):**

XX_ 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.

Dixie M Spehar
Signature of Subgrantee Authorized Official

Type Name: Dixie M. Spehar

Title: Mayor

Subgrant Recipient: Monroe County Board of County Commissioners

Date: 6/24/05

CERTIFICATION OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM REQUIREMENTS

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

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)*:

XX 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)*:

XX 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.

Dixie M Spehar
Signature of Implementing Agency Authorized Official

Type Name: Dixie M. Spehar

Name of Subgrant Recipient: Monroe County Board of County Commissioners

Name of Implementing Agency: Monroe County Board of County Commissioners

Title: Mayor

Date: 6/24/05

RESOLUTION NO. 204 - 2005 Admin. Services

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 2006 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

WHEREAS, the Florida Department of Law Enforcement has announced the Fiscal Year 2006 funding cycle of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, on April 20,2005, the Monroe County Board of Commissioners agreed 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 $143,683.00 with an additional $47,895.00 cash match requirement (total of $191,578.00); 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 2006 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.

FILED FOR RECORD 05 JUN 21 AM 10:47 DANNY L. KOLHAGE, CLERK MONROE COUNTY

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 15th day of June, A.D., 2005.

Mayor Spehar	Yes
Mayor Pro Tem McCoy	Yes
Commissioner Neugent	Yes
Commissioner Rice	Yes
Commissioner Nelson	Not Present

MONROE COUNTY ATTORNEY APPROVED AS TO FORM:
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 5/23/05

(Seal)

Attest: _____
Clerk of Court

Monroe County Board of Commissioners

By: _____
Mayor

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

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 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, Administrator**

Date: 10-7-05

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: Dixie M. Spehar

Typed Name and Title: Dixie M. Spehar, Mayor

Date: 6/24/05

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Monroe County Board of County Commissioners

Signature: Dixie M. Spehar

Typed Name and Title: Dixie M. Spehar, Mayor

Date: 6/24/05

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: United States Fellowship of Florida d/b/a Peacock Apartments

Effective Date: 10/01/05

Expiration Date: 9/30/06

Contract Purpose/Description: Funds provided through FDLE Agreement for implementation of the Dual Diagnosed Offender Program as part of Monroe County's FY06 Anti-Drug Abuse Program

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

for BOCC meeting on 11/16/05

Agenda Deadline: 11/01/05

CONTRACT COSTS

Total Dollar Value of Contract: $66,504.00

Current Year Portion: $66,504.00

Budgeted? Yes X No

Account Codes: 125-06006-530490-GG0603-XXXXXX

Grant: $49,878.00

County Match: $16,626.00

ADDITIONAL COSTS

Estimated Ongoing Costs: $2857.00 (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	11/3/05	Yes ☐	No ☑	Salvatore Spinelle	11/3/05
Risk Management	11-2-05	Yes ☐	No ☑	M. Sleeth	11-2-05
O.M.B./Purchasing	11/3/05	Yes ☐	No ☑	Salvatore Spinelle	11/3/05
County Attorney	11/1/05	Yes ☐	No ☑	[illegible]	11/2/5

Comments:_____

OMB Form Revised 9/11/95 MCP #2

EDWARD BYRNE MEMORIAL STATE AND LOCAL LAW ENFORCEMENT ASSISTANCE FORMULA GRANT FUNDS AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 2005, 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 United States Fellowship of Florida d/b/a Peacock Apartments, whose address is 1320 Coco Plum Drive, Marathon, Florida 33050, hereinafter referred to as "PROVIDER."

WITNESSETH

WHEREAS, the Florida Department of Law Enforcement has awarded a sub-grant of Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds to COUNTY to implement a program that provides Dual Diagnosed Offender Housing for Monroe County Homeless Men and Women; and

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

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

WHEREAS, the COUNTY has agreed to disburse the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds to PROVIDER in accordance with the COUNTY'S application for the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds.

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

1. TERM - The term of this Agreement is from October 1, 2005, through September 30, 2006, the date of the signature by the parties notwithstanding, unless earlier terminated as provided herein.

2. SERVICES - PROVIDER will provide services as outlined in the COUNTY'S Anti-Drug Abuse Sub-grant Award, attached and made a part hereof.

3. FUNDS - The total project budget to be expended by PROVIDER in performance of the services set forth in Section 2 of this agreement shall be the total sum of $66,504.00. The total sum represents federal grant/state sub-grant support in the amount of $49,878.00 and local matching funds in the amount of $16,626.00, which amount shall be provided by the county through the grant matching funds account. 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 Subgrant Award Certificate and Application" therefor and all laws, rules and regulations relating thereto are incorporated by reference, (Attachment C).

5. IMPLEMENTING AGENCY BOND - PROVIDER is an implementing agency under the COUNTY'S Anti-Drug Abuse Program, and shall be bound by all the provisions of the documents incorporated by reference in Section 4 of this Agreement. Additionally, PROVIDER shall be bound by all laws, rules, and regulations relating to the COUNTY'S performance under the Department of Community Affairs Grant Program.

6. BILLING AND PAYMENT

(a) PROVIDER 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 PROVIDER.

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 PROVIDER after PROVIDER has received notice of termination. In the event there are any unused Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds, PROVIDER shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

8. ACCESS TO FINANCIAL RECORDS - PROVIDER 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 - PROVIDER 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	FOR PROVIDER
Grants Administrator	U. S. Fellowship of Florida
1100 Simonton Street	1320 Coco Plum Drive
Key West, FL 33040	Marathon, Florida 33050

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

11. UNAVAILABILITY OF FUNDS - If the COUNTY shall learn that funding from the Florida Department of Community Affairs 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 Provider at its address specified above. The COUNTY shall not be obligated to pay for any services provided by PROVIDER after PROVIDER has received notice of termination.

12. COMPLIANCE WITH LAWS AND REGULATIONS - In providing all services pursuant to this Agreement, PROVIDER 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 PROVIDER. If PROVIDER 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 - Persons employed by PROVIDER 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 - PROVIDER 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 PROVIDER.

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:_____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE HOLTON
ASSISTANT COUNTY ATTORNEY
Date 11/2/05

_____
Witness

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

U. S. Fellowship of Florida, d/b/a Peacock Apartments

By:_____

Title:_____

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 is: breakfast at $3.00, lunch at $6.00, and dinner at $12.00. 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 is calculated at .29 cents per mile for personal auto mileage while on County business. 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 form 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		$ X,XXX.XX
(B)	Total prior payments		$ X,XXX.XX
(C)	Total requested and paid (A + B)		$ X,XXX.XX
(D)	Total contract amount		$ X,XXX.XX
	Balance of contract (D-C)		$ X,XXX.XX

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

_____
Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this _____ day of _____ 2001
by_____ who is personally known to me.

_____
Notary Public

Notary Stamp

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

ETHICS CLAUSE

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

_____
(signature)

Date:_____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

_____
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

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."

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

OCT 1 0 2005

The Honorable Dixie Spehar
Mayor
Monroe County Board of Commissioners
500 Whitehead Street, Suite 102
Key West, FL 33040

Re: Contract No. 2006-JAGC-MONR-1-M8-138

Dear Mayor Spehar:

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 $ 49,878.00 for the project entitled, PEACOCK APTS. DUAL-DIAGNOSED OFFENDER HOUSING. 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. These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

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

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

Sincerely,

Clayton H. Wilder
Administrator

CHW/JP/dh

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 2006-JAGC-MONR-1-M8-138, in the amount of $ 49,878.00, for a project entitled, PEACOCK APTS. DUAL-DIAGNOSED OFFENDER HOUSING, for the period of 10/01/2005 through 09/30/2006, 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: OCT 1 0 2005

Grant Period: From: 10/01/2005 TO: 09/30/2006

Project Title: PEACOCK APTS. DUAL-DIAGNOSED OFFENDER HOUSING

Grant Number: 2006-JAGC-MONR-1-M8-138

Federal Funds: $ 49,878.00

State Agency Match:

Local Agency Match: $ 0.00

Total Project Cost: $ 49,878.00

State Purpose Area: 20A : Corrections Alternatives - Halfway House

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

10 · 6 - 05

Date

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

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

ADDENDUM TO STANDARD CONDITIONS

For Subgrant Recipients receiving Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds under Federal Grant No. 2005-DJ-BX-0057, the following additional conditions apply:

1. 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 OJP.

2. 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.

3. Global Justice Data Model Specifications

To support public safety and justice information sharing, OJP requires the grantee to use the Global Justice Data Model specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction al schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

4. Reporting, Data Collection and Evaluation

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

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1 - Administrative

Subgrantee Organization

Organization Name: Monroe County Board of Commissioners

County Organization is Located In: Monroe

FEID OR SAMAS: 59-6000749

Chief Official Position

Name: Dixie Spehar

Title: Mayor

Address: 500 Whitehead Street, Suite 102

City: Key West

State: FL **Zip:** 33040

Email: boccdis1@monroecounty-fl.gov

Phone: 305-292-3440 **Ext:** **Fax:** 305-292-3466 **Suncom:**

Chief Financial Official Position

Name: Danny Kolhage

Title: Clerk

Address: 500 Whitehead Street

City: Key West

State: FL **Zip:** 33040

Email: dkolhage@monroe-clerk.com

Phone: 305-292-3550 **Ext:** **Fax:** 305-295-3663 **Suncom:**

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1 - Administration (cont'd)

Implementing Agency Organization

Organization Name: Monroe County Board of Commissioners

County Organization is Located In: Monroe

FEID OR SAMAS: 59-6000749

Chief Official Position

Name: Dixie Spehar

Title: Mayor

Address: 500 Whitehead Street, Suite 102

City: Key West

State: FL **Zip:** 33040

Email: boccdis1@monroecounty-fl.gov

Phone: 305-292-3440 **Ext:** **Fax** 305-292-3466 **Suncom:**

Project Director Position

Name: David Owens

Title: Grants Administrator

Address: 1100 Simonton Street

City: Key West

State: FL **Zip:** 33040

Email: owens-david@monroecounty-fl.gov

Phone: 305-292-4482 **Ext:** **Fax** 305-292-4515 **Suncom:**

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: PEACOCK APTS. DUAL-DIAGNOSED OFFENDER HOUSING

Project Sequence No: 0

Subgrantee: Monroe County Board of Commissioners

Implementing Agency: Monroe County Board of Commissioners

Project Start Date: 10/1/2005 **End Date:** 9/30/2006

Problem Identification

Problem Identification

Lack of supportive housing for the dually diagnosed residents (those with both a mental illness and a substance abuse problem). The mentally ill are often incarcerated for minor crimes, which are a result of their illness. They rarely understand the charges against them, and some are incompetent to stand trial. Incarceration of these people is considerably more expensive than for the average offender; they need ongoing mental health treatment and supervision. Supervision is needed to prevent suicide attempts while in jail, ensure medication compliance, and to prevent victimization by other prisoners. By releasing them into our community based offender supportive housing program, clients will have a safe residence, address their mental health issues, improve life skills, develop a treatment program, and become a productive member of our community.

Dually diagnosed offenders who are homeless, in jail, awaiting trial or pending release would be better served in a supportive housing program. This prevents unnecessary incarcerations and hospitalizations

PROBLEM SIGNIFICANCE:
Monroe County has a tourist-based economy and is negatively impacted by this visible population. Homelessness, substance abuse, unemployment, loitering, panhandling, criminal activity, and health/hygiene/sanitation problems all negatively affect the tourism industry, as well as the life quality of our permanent residents.

NEEDS ASSESSMENT:
Monroe County's Continuum of Care states that there are approximately 2,000 homeless people living in the county. To compound the problem, the county has one of the highest costs of living in the state, with rents the highest in the state. Reportedly, 30% of the homeless have mental illness and 10% of the incarcerated population suffer from mental illness.

Mentally ill homeless residents with histories of substance abuse often become incarcerated. Upon release, many of these individuals become homeless and mentally unstable, especially when they are no longer on a medication regimen.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview (Cont.)

Project Summary

Goals.
To identify the potential client population, through contact with the mental health providers and the criminal justice system.

Clients are referred to this program as an alternative to a detention center, from the Court system, with both a substance abuse problem and a mental illness.

To provide 8 offenders with residential services, including housing, utilities, furniture, cable TV, phone, camaraderie, transportation to NA/AA, supervision, monitoring, referral to mental health and substance abuse treatment, random drug testing, case management, and supervision of medication.

Provide referrals to other appropriate programs for offenders who do not meet our criteria.

Provide supportive services to clients who adhere to their treatment plan. Services to graduates of the program may include inclusion in social events at Peacock Apartments, assistance with money management, and referral to other social agencies.

Long Range Goals
Increase board participation, public awareness, and fundraising.
Network with other agencies in increasing services to clients

The United States Fellowship of Florida (USFF) will operate the program; admin. offices are at 1320 Coco Plum Drive, Marathon, FL 33050

This will be a contractual relationship with a non-profit agency.

Peacock is not required to have a Dept. of Children and Families license, since therapeutic services are provided off-site.

This is not a new activity.

USFF cooperates and participates with mental health clinics which provide residents with treatment.

Staff
Program Director, Care Coordinator, three live-on-site Residential Mental Health Workers and one part-time Residential Mental Health Worker.

Staff will complete Adult CPR/First Aid and HIV Training.

Staff will monitor and assist residents on a daily basis, performing monthly drug tests, transportation, medication supervision, and ensuring residents attend all appointments with their mental health provider.

Project Summary (Continued)

These are agency staff members, funded with project funds.

All services and activities will occur at 1622 & 1624 Spalding Court, Key West, FL. 33040

The political jurisdiction target area is Monroe County.

Activities
Clients are provided with case management, limited transportation, assistance with appointments, peer mediation, camaraderie, assistance in daily living, supervision of medication, and monitoring compliance with treatment plan.

Clients are given random drug tests at least once per month and whenever there is suspicion of use. Rooms are checked weekly. Staff monitors clients and reports significant behaviors to mental health case managers.

Drug testing monthly. Grocery shopping bi-weekly.

We estimate that ten (8) clients will engage in these activities.

Treatment plan:
description: outlines the resident's condition, treatment needed, frequency, medication schedule, appointments, etc.
one unit = one plan
frequency = at intake, and updated as needed.
number of participants = 8
number of units to be provided = 8

Intake and screening:
description: includes determination of eligibility, criminal background check, psychiatrist's case summary, recommendations, and notes.
one unit = one intake/screening
frequency = once for each new client
number of participants = 8
number of units to be provided = 8

Case Management:
description: Ongoing evaluation and planning for client.
one unit = one hour
frequency = often daily, but at least weekly.
number of participants = 8
number of units to be provided = 728

Drug screening/testing:
description: standard urine test for illegal drugs
one unit = one screening/test
frequency = random, but at least one per month per client

Project Summary (Continued)

number of participants = 8
number of units to be provided = 96

Referral to educational programs:
description: programs such as vocational training
one unit = one referral
frequency = normally on intake/screening, or as needed
number of participants = 8
number of units to be provided = 8

Transportation:
description: residents are driven to appointments at mental health clinics; also includes grocery shopping and other necessary trips
one unit = one trip
frequency = as needed
number of participants = 8
number of units to be provided = 728(assumes 2 trips per client per week)

Residential Services:
description: assistance with activities of daily living
one unit = one day of assistance
frequency = daily
number of participants = 8
number of units to be provided = 2,501

Target Groups.
Adult substance abuse offenders who are also diagnosed with mental illness. All ages and genders included.

The Program Director and Care Coordinator are responsible for screening, intake procedures and determining eligibility. Referrals are by mental health providers, public defender, and court system.

Criteria:
Clients must not have a history of violence,
must have a diagnosed mental illness, be under case management of a mental health center, be under a treatment plan,
have a funding source either from self, family, SSI SSDI, VA or qualify for benefits from these sources,
criminal background check with no history of violence,
if a previous resident, be in good standing with peacock Apartments,and have a criminal and substance abuse history.

Results
Program success is measured by decrease in hospitalizations, detoxifications, crisis stabilizations, arrests/incarcerations, and ability to comply with program rules.

Project Summary (Continued)

Expulsion may result from non-compliance to medical treatment plan or failure to comply with program rules (e.g., substance use and violence). If possible, a behavioral contract is implemented to prevent expulsion.

Incentives to comply with treatment plans are an integral part of the program. A major incentive to comply with rules is the low cost of our housing. The structured, supportive environment is also an incentive for our clients to remain stable. For rule violations, offenders will receive a three -day notice to comply and a new service plan or behavior contract. Repeated violations or serious violations will result in eviction.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency for this Subgrant: Quarterly

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

Federal Purpose Area: 004 - Corrections and Community Corrections Programs

State Purpose Area: 20A - Corrections Alternatives - Halfway House

Activity Description:

Activity: Drug Testing
Target Group: Drug Offenders
Geographic Area: County-Wide
Location Type: County-Wide

Address(es):

Peacock Apartments
1624 Spalding Court
4
Key West , FL 33040

Activity Description:

Activity: Assessment
Target Group: Drug Offenders
Geographic Area: County-Wide
Location Type: County-Wide

Address(es):

Peacock Apartments
1624 Spalding Court
4
Key West , FL 33040

Activity Description:

Activity: Case Management
Target Group: Drug Offenders
Geographic Area: County-Wide
Location Type: County-Wide

Address(es):

Section 3: Performance

Peacock Apartments
1624 Spalding Court
4
Key West , FL 33040

Activity Description:

Activity: Homeless Shelter
Target Group: Drug Offenders
Geographic Area: County-Wide
Location Type: County-Wide

Address(es):

Peacock Apartments
1624 Spalding Court
4
Key West , FL 33040

Activity Description:

Activity: Referrals
Target Group: Drug Offenders
Geographic Area: County-Wide
Location Type: County-Wide

Address(es):

Peacock Apartments
1624 Spalding Court
4
Key West , FL 33040

Activity Description:

Activity: Relapse Prevention
Target Group: Drug Offenders
Geographic Area: County-Wide
Location Type: County-Wide

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

Address(es):

Peacock Apartments
1624 Spalding Court
4
Key West , FL 33040

Objective:

20A.01 - Provide a specified number of offenders with transitional housing.

Measure: Part 1

How many offenders will be NEW ADMISSIONS and/or READMISSIONS to transitional housing?

Goal: 8

Objective:

20A.02 - Provide offenders with case management services and daily structured activities.

Measure: Part 1

Will most offenders be provided with case management services?

Goal: Yes

Measure: Part 2

Will most offenders be provided with daily structured activities?

Goal: Yes

Objective:

20A.03 - Provide offenders with short-term individual and group supportive life skills counseling.

Measure: Part 1

Will most offenders be provided life counseling?

Goal: Yes

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3. Performance

Objective:

PSO-01 - To provide a specified number of clients monthly drug tests.

Measure: PSO-01.01

How many clients will be provided drug tests?

Goal: 8

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section #3 Performance

Section Questions:

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

Ans: n/a

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

Ans: n/a

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

SAMAS / Vendor Number: 59-6000749

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$49,878.00	$0.00	$49,878.00
Expenses	$0.00	$0.00	$0.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$49,878.00**	**$0.00**	**$49,878.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

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

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial (cont.)

Budget Narrative:

CONTRACTUAL SERVICES

BUDGET

Expenditures
Salaries 187,000
Payroll Taxes 32,300
Employee Benefits -
Subtotal Personnel 219,300
Insurances 65,000
Interest/Penalties -
Utilities 66,000
Pest Control 6,000
Occupancy 70,500
Office Expense 14,000
Provisions 100,900
Resident Activities 18,500
Renovations -
Professional Fees 23,000
Capital Expenditures 7,000
Resident Stabilization 10,000
Total Expenses 600,200

Peacock Apartments will have 24 beds out of 40 total U.S. Fellowship beds.

600,200 X 24/40 = 360,120(Cost of Peacock Apartments) per year

Annual budget of Peacock Apts, if 24 beds = 360,120

Divided by 24 beds (Peacock)= 15,005 annual cost per bed

Rent($450)paid by each client per month x 12= 5,400.00 per year

Net annual cost per bed = 9,605

Net daily cost per bed ($9,605/365 days) = $26.32

Grant and Monroe County funds will pay for 2,527 days, or approximately 7 beds for one year.

Purchasing methods to be used will conform to existing Federal, State, and Local laws and regulations.

Budget category is contractual services.

Monroe County will contract with U.S. Fellowship of Florida, Inc. for this project.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Budget Narrative (Continued):

How recently was the basis established or updated? 4/13/05

Total cost of the program is $66,504.00, and the JAG funding is $49,878.00, and the balance of program costs will be provided by Monroe County.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4 - Financial (cont.)

Section Questions:

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?

Ans: Yes

Indicate the Operating Capital Outlay threshold established by the subgrantee.

Ans: 750

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.

Ans: N/A

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.

Ans: BUDGET

Expenditures
Salaries 187,000
Payroll Taxes 32,300
Employee Benefits -
Subtotal Personnel 219,300
Insurances 65,000
Interest/Penalties -
Utilities 66,000
Pest Control 6,000
Occupancy 70,500
Office Expense 14,000
Provisions 100,900
Resident Activities 18,500
Renovations -
Professional Fees 23,000
Capital Expenditures 7,000
Resident Stabilization 10,000
Total Expenses 600,200

Peacock Apartments will have 24 beds out of 40 total U.S. Fellowship beds.

600,200 X 24/40 = 360,120(Cost of Peacock Apartments) per year

Annual budget of Peacock Apts, if 24 beds = 360,120

Divided by 24 beds (Peacock)= 15,005 annual cost per bed

Rent($450)paid by each client per month x 12= 5,400.00 per year

Net annual cost per bed = 9,605

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Net daily cost per bed ($9,605/365 days) = $26.32

Grant and Monroe County funds will pay for 2,527 days, or approximately 7 beds for one year.

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 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 Edward Byrne Memorial Justice Assistance Grant (JAG) 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 JAG 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 ant 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.

CERTIFICATION OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM REQUIREMENTS

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

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):**

XX 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):**

XX 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.

Dixie M. Spehar
Signature of Subgrantee Authorized Official

Type Name: Dixie M. Spehar

Title: Mayor

Subgrant Recipient: Monroe County Board of County Commissioners

Date: 6/24/05

CERTIFICATION OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM REQUIREMENTS

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

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)*:

_XX_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)*:

_XX_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.

Dixie M. Spehar
Signature of Implementing Agency Authorized Official

Type Name: Dixie M. Spehar

Name of Subgrant Recipient: Monroe County Board of County Commissioners

Name of Implementing Agency: Monroe County Board of County Commissioners

Title: Mayor

Date: 6/24/05

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

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 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, Administrator

Date: 10-6-05

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: Dixie M. Spehar

Typed Name and Title: Dixie M. Spehar, Mayor

Date: 6/24/05

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Monroe County Board of County Commissioners

Signature: Dixie M. Spehar

Typed Name and Title: Dixie M. Spehar, Mayor

Date: 6/24/05

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Care Center for Mental Health

Effective Date: 10/01/05
Expiration Date: 9/30/06

Contract Purpose/Description: Funds provided through FDLE Agreement for implementation of the Family Treatment Drug Court Program as part of Monroe County's FY06 Edward Byrne Memorial Law Enforcement Grant Program

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

for BOCC meeting on 11/16/05

Agenda Deadline: 11/01/05

CONTRACT COSTS

Total Dollar Value of Contract: $56,764.00

Current Year Portion: $56,764.00

Budgeted? Yes X No

Account Codes: 125-06018-530490-GG0610-XXXXXX

Grant: $42,573.00

County Match: $14,191.00

ADDITIONAL COSTS

Estimated Ongoing Costs: $2857.00
(Not included in dollar value above)

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

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	11/3/05	Yes☐ No☑	Salvatore Zappulla	11/3/05
Risk Management	11-2-05	Yes☐ No☑	M. Slavik	11-2-05
O.M.B./Purchasing	11/3/05	Yes☐ No☑	Salvatore Zappulla	11/3/05
County Attorney	11/1/05	Yes☐ No☑	[illegible]	11/2/5

Comments:_____

OMB Form Revised 9/11/95 MCP #2

EDWARD BYRNE MEMORIAL STATE AND LOCAL LAW ENFORCEMENT ASSISTANCE FORMULA GRANT FUNDS AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, 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 Care Center for Mental Health whose address is 1205 Fourth Street, Key West, Florida, hereinafter referred to as "PROVIDER."

WITNESSETH

WHEREAS, the Florida Department of Law Enforcement has awarded a sub-grant of Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds to the COUNTY to implement a program that provides Family Treatment Drug Court; and

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

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

WHEREAS, the COUNTY has agreed to disburse the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds to the PROVIDER in accordance with the COUNTY'S application for the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds.

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

1. TERM - The term of this Agreement is from October 1, 2005, through September 30, 2006, the date of the signature by the parties notwithstanding, unless earlier terminated as provided herein.

2. SERVICES - The PROVIDER will provide services as outlined in the COUNTY'S Edward Byrne Memorial State And Local Law Enforcement Assistance Formula Grant Award, attached and made a part hereof.

3. FUNDS - The total project budget to be expended by the PROVIDER in performance of the services set forth in Section 2 of this agreement shall be the total sum of $56,764.00. The total sum represents federal grant/state sub-grant support in the amount of $42,573.00 and local matching funds in the amount of $14,191.00, which amount shall be provided by the county through the grant matching funds account. 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 Subgrant Award Certificate and Application" therefor and all laws, rules and regulations relating thereto are incorporated by reference, (Attachment C).

5. IMPLEMENTING AGENCY BOND - The PROVIDER is an implementing agency under the COUNTY'S Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program, and shall be bound by all the provisions of the documents incorporated by reference in Section 4 of this Agreement. Additionally, the PROVIDER shall be bound by all laws, rules, and regulations relating to the COUNTY'S performance under the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program.

6. BILLING AND PAYMENT

(a) The PROVIDER 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:

Monroe County 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 PROVIDER.

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 PROVIDER after the PROVIDER has received notice of termination. In the event there are any unused Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds, the PROVIDER shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

8. ACCESS TO FINANCIAL RECORDS - The PROVIDER 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 PROVIDER 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:
David P. Owens
Monroe County Grants Administrator
1100 Simonton Street
Key West, FL 33040

FOR PROVIDER:
Executive Director
Care Center for Mental Health
1205 Fourth Street
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 PROVIDER at its address specified above. The COUNTY shall not be obligated to pay for any services provided by the PROVIDER after the PROVIDER has received notice of termination.

12. COMPLIANCE WITH LAWS AND REGULATIONS - In providing all services pursuant to this Agreement, the PROVIDER 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 PROVIDER. If the PROVIDER 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. INDEPENDENT CONTRACTOR/EMPLOYEE STATUS – The PROVIDER is an independent contractor. No statement in this agreement shall be construed so as to find the PROVIDER, its employees, contractors, servants, volunteers, or agents to be employees of the COUNTY. Persons employed by the PROVIDER 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 PROVIDER 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 PROVIDER.

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:_____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 11/2/05

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

Care Center for Mental Health

_____
Witness

By: _____

Name/Title: _____

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 is: breakfast at $3.00, lunch at $6.00, and dinner at $12.00. 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 is calculated at .29 cents per mile for personal auto mileage while on County business. 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 form 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		$ X,XXX.XX
(B)	Total prior payments		$ X,XXX.XX
(C)	Total requested and paid (A + B)		$ X,XXX.XX
(D)	Total contract amount		$ X,XXX.XX
	Balance of contract (D-C)		$ X,XXX.XX

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

_____
Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this _____ day of _____ 2001
by_____ who is personally known to me.

_____
Notary Public

Notary Stamp

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

ETHICS CLAUSE

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

_____
(signature)

Date:_____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

_____
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

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."

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

OCT 3 2005

The Honorable Dixie Spehar
Mayor
Monroe County Board of Commissioners
500 Whitehead Street, Suite 102
Key West, FL 33040

Re: Contract No. 2006-JAGC-MONR-2-M8-135

Dear Mayor Spehar:

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 $ 42,573.00 for the project entitled, FAMILY TREATMENT DRUG COURT. 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. These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

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

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

Sincerely,

Clayton H. Wilder
Administrator

CHW/JP/dh

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 2006-JAGC-MONR-2-M8-135, in the amount of $ 42,573.00, for a project entitled, FAMILY TREATMENT DRUG COURT, for the period of 10/01/2005 through 09/30/2006, 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: OCT 3 2005

Grant Period: From: 10/01/2005 TO: 09/30/2006

Project Title: FAMILY TREATMENT DRUG COURT

Grant Number: 2006-JAGC-MONR-2-M8-135

Federal Funds: $ 42,573.00

State Agency Match:

Local Agency Match: $ 0.00

Total Project Cost: $ 42,573.00

State Purpose Area: 013 : Offender Community Treatment
(13A-State; 13B-Local, 13C-Juvenile Assessment Center; 13D-Drug Court)
Objectives and Questions are the same for each of the above, sub-areas specify where services are provided.

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

9-30-05

Date

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

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

ADDENDUM TO STANDARD CONDITIONS

For Subgrant Recipients receiving Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds under Federal Grant No. 2005-DJ-BX-0057, the following additional conditions apply:

1. 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 OJP.

2. 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.

3. Global Justice Data Model Specifications

To support public safety and justice information sharing, OJP requires the grantee to use the Global Justice Data Model specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction al schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

4. Reporting, Data Collection and Evaluation

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

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1 - Administration

Subgrantee Organization

Organization Name: Monroe County Board of Commissioners

County Organization is Located In: Monroe

FEID OR SAMAS: 59-6000749

Chief Official Position

Name: Dixie Spehar

Title: Mayor

Address: 500 Whitehead Street, Suite 102

City: Key West

State: FL **Zip:** 33040

Email: boccdis1@monroecounty-fl.gov

Phone: 305-292-3440 **Ext:** **Fax:** 305-292-3466 **Suncom:**

Chief Financial Official Position

Name: Danny Kolhage

Title: Clerk

Address: 500 Whitehead Street

City: Key West

State: FL **Zip:** 33040

Email: dkolhage@monroe-clerk.com

Phone: 305-292-3550 **Ext:** **Fax:** 305-295-3663 **Suncom:**

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1. Administration (Con't)

Implementing Agency Organization

Organization Name: Monroe County Board of Commissioners

County Organization is Located In: Monroe

FEID OR SAMAS: 59-6000749

Chief Official Position

Name: Dixie Spehar

Title: Mayor

Address: 500 Whitehead Street, Suite 102

City: Key West

State: FL **Zip:** 33040

Email: boccdis1@monroecounty-fl.gov

Phone: 305-292-3440 **Ext:** **Fax** 305-292-3466 **Suncom:**

Project Director Position

Name: David Owens

Title: Grants Administrator

Address: 1100 Simonton Street

City: Key West

State: FL **Zip:** 33040

Email: owens-david@monroecounty-fl.gov

Phone: 305-292-4482 **Ext:** **Fax** 305-292-4515 **Suncom:**

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2 - Project Overview

General Project Information

Project Title: FAMILY TREATMENT DRUG COURT

Project Sequence No: 0

Subgrantee: Monroe County Board of Commissioners

Implementing Agency: Monroe County Board of Commissioners

Project Start Date: 10/1/2005 **End Date:** 9/30/2006

Problem Identification

This program addresses the outpatient substance abuse treatment needs of domestic abuse offenders.

The Florida Department of Children & Families (DCF) indicates that there are about 864 reports of abuse and neglect per year in Monroe County. DCF estimates that 75% of the reports have substance abuse involvement. Of the number of reports made, about 143 cases are filed in Dependency Court each year. While the Dependency Law intent, noted in Florida Statute 39.001, is to provide for the care, safety, and protection of children in an environment that fosters healthy social, emotional, intellectual, and physical development, there is no coordinating program which combines a Drug Court Model for the convicted substance abusers who also have dependency court cases in the Middle and Upper Keys.

Problem Significance.
The problem of providing substance abuse treatment for parents who are also facing dependency issues is significant because those issues affect the whole family physically, mentally, and economically. The community is affected by crime that often accompanies substance abuse and family problems, committed both by parents and children. When there are also issues of abuse and/or children being removed from their home or their parents' custody all those effects are compounded.

Needs Assessment.
The demand for outpatient substance abuse treatment in Monroe County far exceeds the County's capacity. The Florida Department of Children & Families (DCF) indicates that there are about 864 reports of abuse and neglect per year in Monroe County. DCF estimates that 75% of the reports have substance abuse involvement. Of the number of reports made, about 143 cases are filed in Dependency Court each year. An estimated 205 children in the state of Florida, die each year as a result of child abuse.

Despite the Dependency Law Intent, noted in Florida Statute 39.001, to provide for the care, safety, and protection of children in an environment that fosters healthy social, emotional, intellectual, and physical development, there are no identified funding sources to support a Drug Court Model for the Substance Abusing Dependency Court participants in the Middle and Upper Keys.

Problem Identification (Continued)

Whether located in a small jurisdiction (population under 200,000) or a large metropolitan area (population over 750,000), retention rates for drug courts remain high, from 65% to 85%. As of June 2001, there were 2,100 drug-free babies born to drug court participants enrolled in drug court programs. Approximately 230,000 individuals have entered treatment services through adult drug court programs in the United States as of January 1, 2002. Sixty-one percent (61%) of drug court treatment providers report that the annual cost of treatment services per client ranges between $900 and $3,500. Given this range, the average annual cost per defendant for treatment services is far lower than the $20,000 average annual cost of incarceration.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview (cont.)

Project Summary

The Care Center for Mental Health will provide a Drug Court model of substance abuse treatment services for identified clients of the Department of Children and Families who are involved both with dependency cases and the drug courts in the Middle and Upper Keys. The Family Treatment Drug Court Program will supply a qualified therapist, headquartered and supervised at the Care Center of the Upper Keys, to provide services from Big Pine Key to Key Largo.

Project Goals
The project would aim at providing services to approximately 20 participants and their families each year.

The service provider agency is The Care Center for Mental Health/Upper Keys, at 92140 Overseas Highway, Suite 5, Tavernier, Florida 33070

The Care Center will have a contractual relationship with Monroe County.

The Care Center for Mental Health is licensed by the Department of Children and Families under chapter 65D, FAC to provide substance abuse treatment and other services.

Neither substance abuse treatment nor working with families in crisis is new to the Care Center. The Upper Keys center, under the name Guidance Clinic of the Upper Keys, has been providing services in both arenas for over 30 years.

Cooperating and participating agencies include the criminal justice system and the Dept. of Children and Familes.

Project Staff
Project staff will consist of one counselor who will work in cooperation with Wesley House Family Services and Drug Court. She will meet with their case managers regularly and receive referrals from them. She will provide the usual structured program designed by Drug Court for the substance abuser as well as providing family therapy and individual therapy for the rest of the family. These services will be provided as much as possible in people's homes to improve compliance.

Initial training for this program has already been done by Drug Court and Care Center personnel. Additional training will occur when the counselor is included in the regular required training of both programs.

Drug Court Family Treatment Counselor: This person is responsible for receiving referrals, assessing and providing counseling services to the target population of substance abusers, their spouses/partners and their dependent children.

Site Director/Care Center for Mental Health/Upper Keys: This person is responsible for supervising the direction and quality of services provided by the Drug Court Family Treatment Counselor. She is a qualified professional and will sign off when necessary

Project Summary (Continued)

on reports and other documents.

One staff member will provide all activities.

The Drug Court Family Treatment Counselor and the Site Director are agency staff.

Only the Drug Court Family Treatment Counselor will be funded with project funds.

The Drug Court Family Treatment Counselor will be working under the Care Center's license.

There is no particular equipment required and what is will be provided by either the Care Center or Drug Court.

Project Location.
The project is designed to serve families in the Middle and Upper Keys. The counselor will work out of the Care Center Upper Keys office. Activities will take place at Care Center offices or clients' residences.

The target area is from Big Pine Key north to Key Largo, within Monroe County, Florida.

Project Activities/Administration
Describe all activities to be provided.

1. Assessment of referred individual and other family members.
2. Individual counseling
3. Group Counseling for referred individual
4. Family Counseling
5. Educational/Vocational Counseling
6. Case Management

Unit of Measurement will be one direct service hour.

Frequency of service will depend on both the phase of treatment and the individual needs of each participant and their family. It can range from 2 individual sessions and one group for the participant, plus additional family/individual sessions for the family to less frequent contacts as treatment progresses.

The goal is to serve twenty families per year. The total number of participants will vary depending on the size of their families, but will certainly equal no fewer than forty. All drug court participants will participate in the required activities of their phase of treatment at a minimum plus whatever family sessions are scheduled. Depending on the particular make-up of a family, different people may participate in some activities but not others.

20 participants X 5 hours per week of treatment (individual, group & family) X 50

Project Summary (Continued)

weeks/year = 5000 estimated units NOTE: obviously one counselor cannot provide 100 hours per week of service so this will be staggered depending on phase of treatment. Those nearing the end of the process will be seen less frequently then those just beginning.

It is hoped that a majority of participants will stay with the program for the entire year as they do with Drug Court.

Target Groups, Clients, and Participants.
Drug Court Family Treatment participants can range in age from 18 up, be either male or female and have a case pending in dependency court.

Referrals to this program will be made by Drug Court counselors and/or Wesley House Family Services case workers. Eligibility will be determined by the Drug Court Family Treatment counselor.

There are no additional criteria required for participation except having been sentenced to Drug Court and having an open case in dependency court.

Participants in this project will have outstanding cases at both Drug Court and dependency court, both of which will provide referrals.

Project Results
Successful completion will be staying clean and sober as well as making progress on the case plan required for the dependency case to be closed. It will be measured by attendance at individual, group and AA meetings, clean urine analysis, family stability, regular employment/school attendance, economic responsibility and improved family relationships.

Consequences for not fulfilling a Drug Court requirement will be the same as they are for regular Drug Court participants, i.e. legal sanctions and/or being dripped by the program. Consequences for other breaches may or may not be the same depending on the severity of the offense.

Incentives of being released from Drug Court and/or having one's case closed by Wesley House and dismissed from court are built into this program.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency for this Subgrant: Quarterly

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3 Performance

Federal Purpose Area: 005 - Drug Treatment Programs

State Purpose Area: 013 - Offender Community Treatment
(13A-State; 13B-Local, 13C-Juvenile Assessment Center; 13D-Drug Court)
Objectives and Questions are the same for each of the above, sub-areas specify where services are provided.

Activity Description:

Activity: Assessment
Target Group: Drug Offenders
Geographic Area: County-Wide
Location Type: Other

Address(es):

Care Center for Mental Health
92140 Overseas Highway
Tavernier , FL 33070

Activity Description:

Activity: Drug Court
Target Group: Drug Offenders
Geographic Area: County-Wide
Location Type: Other

Address(es):

Care Center for Mental Health
92140 Overseas Highway
Tavernier , FL 33070

Activity Description:

Activity: Outpatient Drug Treatment
Target Group: Drug Offenders
Geographic Area: County-Wide
Location Type: Other

Address(es):

Application for Funding Assistance

Florida Department of Law Enforcement

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Section 3: Performance

Care Center for Mental Health
92140 Overseas Highway
Tavernier , FL 33070

Activity Description:

Activity: Drug Testing
Target Group: Drug Offenders
Geographic Area: County-Wide
Location Type: Other

Address(es):

Care Center for Mental Health
92140 Overseas Highway
Tavernier , FL 33070

Activity Description:

Activity: Referrals
Target Group: Drug Offenders
Geographic Area: County-Wide
Location Type: Other

Address(es):

Care Center for Mental Health
92140 Overseas Highway
Tavernier , FL 33070

Activity Description:

Activity: Alcohol Testing
Target Group: Drug Offenders
Geographic Area: County-Wide
Location Type: Other

Address(es):

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section #3 - Performance

Care Center for Mental Health
92140 Overseas Highway
Tavernier , FL 33070

Activity Description:

Activity: Domestic Violence Training
Target Group: Drug Offenders
Geographic Area: County-Wide
Location Type: Other

Address(es):

Care Center for Mental Health
92140 Overseas Highway
Tavernier , FL 33070

Activity Description:

Activity: Family Therapy
Target Group: Drug Offenders
Geographic Area: County-Wide
Location Type: Other

Address(es):

Care Center for Mental Health
92140 Overseas Highway
Tavernier , FL 33070

Activity Description:

Activity: Substance Abuse Treatment
Target Group: Drug Offenders
Geographic Area: County-Wide
Location Type: Other

Address(es):

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3 - Performance

Care Center for Mental Health
92140 Overseas Highway
Tavernier , FL 33070

Objective:

013.01 - Provide treatment services through various treatment modalities to a specified number of individuals.

Measure: Part 2

How many clients will be provided INTERVENTION services?

Goal: 10

Measure: Part 3

How many clients will be provided OUTPATIENT services?

Goal: 20

Objective:

013.02 - Provide an array of treatment services.

Measure: Part 1

Will most clients be provided psychosocial assessments?

Goal: Yes

Measure: Part 3

Will most clients be provided urinalysis?

Goal: Yes

Measure: Part 4

Will most clients be provided case management services?

Goal: Yes

Measure: Part 5

Will most clients be provided counseling services?

Section 3 - Performance

Goal: Yes

Measure: Part 6

Will some clients be provided rehabilitation services?

Goal: Yes

Objective:

013.03 - Assist a specified number of clients to successfully complete their treatment plan.

Measure: Part 2

How many INTERVENTION clients will successfully COMPLETE their treatment?

Goal: 8

Measure: Part 3

How many OUTPATIENT clients will successfully COMPLETE their treatment?

Goal: 8

Objective:

013.04 - Establish or support a drug court program.

Measure: Part 1

Will there be continued judicial supervision over offenders with substance abuse problems who are not violent offenders?

Goal: Yes

Measure: Part 2

Will there be mandatory periodic testing of each offender for the use of controlled substances or other addictive substances during any period of supervised release or probation?

Goal: Yes

Measure: Part 3

Will there be substance abuse treatment for each participant; probation or other supervised release involving the prosecution?

Goal: Yes

Measure: Part 4

Will there be confinement, or incarceration because of noncompliance with program requirements or failure to show satisfactory progress?

Goal: Yes

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 3 - Performance

Section Questions:

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

Ans: geographic area is county-wide

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

Ans: "Other" was chosen as location type, since many of the services will be provided at clients' residences.

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

SAMAS / Vendor Number: 59-6000749

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$42,573.00	$0.00	$42,573.00
Expenses	$0.00	$0.00	$0.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$42,573.00**	**$0.00**	**$42,573.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

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

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial (cont.)

Budget Narrative:

CONTRACTUAL SERVICES

Type of budget: Actual

Salaries and Benefits:

Substance Abuse Counselor 38,000
FICA 2,907
Health Insurance 2,652
Subtotal Counselor 43,559

Clinical Director (.125) 9,432
FICA 721
Subtotal Clinical Director 10,152

Total Salaries and Benefits 53,712

Expenses:
Travel between base in Marathon, office in Tavernier, and main office in Key West paid in accordance with Fla. Statute 112.061 2,552

Cellular telephone 500

Total Expenses 3,052

Total budget: $56,764

Purchasing methods to be used will conform to existing Federal, State, and Local laws and regulations. Monroe County will contract with the Care Center for Mental Health for this project.

Total cost of the program is $56,764.00, the JAG funding is $42,573.00, and the balance of program costs will be provided by Monroe County.

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 4: Financial (cont.)

Section Questions:

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?

Ans: Yes

Indicate the Operating Capital Outlay threshold established by the subgrantee.

Ans: 750

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.

Ans: n/a

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.

Ans: n/a

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 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 Edward Byrne Memorial Justice Assistance Grant (JAG) 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 JAG 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 ant 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.

CERTIFICATION OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM REQUIREMENTS

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

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):**

_XX_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):**

XX_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.

Dixie M. Spehar
Signature of Subgrantee Authorized Official

Type Name: Dixie M. Spehar

Title: Mayor

Subgrant Recipient: Monroe County Board of County Commissioners

Date: 6/24/05

CERTIFICATION OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM REQUIREMENTS

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

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)*:

_XX_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)*:

_XX_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.

Dixie M. Spehar
Signature of Implementing Agency Authorized Official

Type Name: Dixie M. Spehar

Name of Subgrant Recipient: Monroe County Board of County Commissioners

Name of Implementing Agency: Monroe County Board of County Commissioners

Title: Mayor

Date: 6/24/05

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, Administrator

Date: 9-30-05

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: Dixie M. Spehar

Typed Name and Title: Dixie M. Spehar, Mayor

Date: 6/24/05

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Monroe County Board of County Commissioners

Signature: Dixie M. Spehar

Typed Name and Title: Dixie M. Spehar, Mayor

Date: 6/24/05

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Boys and Girls Club

Effective Date: 10/01/05
Expiration Date: 9/30/06

Contract Purpose/Description: Funds provided through FDLE Agreement for implementation of the S.M.A.R.T. Gang Prevention program as part of Monroe County's FY06 Edward Byrne Memorial Law Enforcement Grant Program

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

for BOCC meeting on 11/16/05

Agenda Deadline: 11/01/05

CONTRACT COSTS

Total Dollar Value of Contract: $28,690.00

Current Year Portion: $28,690.00

Budgeted? Yes X No

Account Codes: 125-06018-530490-GG0610-XXXXXX

Grant: $21,517.00

County Match: $7,173.00

ADDITIONAL COSTS

Estimated Ongoing Costs: $2857.00
(Not included in dollar value above)

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

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	11/3/05	Yes☐ No☑	[signature]	11/3/05
Risk Management	11-2-05	Yes☐ No☑	[signature]	11-2-05
EC O.M.B./Purchasing	11/3/05	Yes☐ No☑	[signature]	11/3/05
County Attorney	11/1/05	Yes☐ No☑	[signature]	11/2/05

Comments:_____

OMB Form Revised 9/11/95 MCP #2

EDWARD BYRNE MEMORIAL STATE AND LOCAL LAW ENFORCEMENT ASSISTANCE FORMULA GRANT FUNDS AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2005, 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 Boys and Girls Club whose address is 1400-B United Street, Key West, Florida, hereinafter referred to as "PROVIDER."

WITNESSETH

WHEREAS, the Florida Department of Law Enforcement has awarded a sub-grant of Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds to the COUNTY to implement a program that provides S.M.A.R.T. Gang Prevention; and

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

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

WHEREAS, the COUNTY has agreed to disburse the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds to the PROVIDER in accordance with the COUNTY'S application for the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds.

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

1. TERM - The term of this Agreement is from October 1, 2005, through September 30, 2006, the date of the signature by the parties notwithstanding, unless earlier terminated as provided herein.

2. SERVICES - The PROVIDER will provide services as outlined in the COUNTY'S Edward Byrne Memorial State And Local Law Enforcement Assistance Formula Grant Award, attached and made a part hereof.

3. FUNDS - The total project budget to be expended by the PROVIDER in performance of the services set forth in Section 2 of this agreement shall be the total sum of $28,690.00. The total sum represents federal grant/state sub-grant support in the amount of $21,517.00 and local matching funds in the amount of $7,173.00, which amount shall be provided by the county through the grant matching funds account. 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 Subgrant Award Certificate and Application" therefor and all laws, rules and regulations relating thereto are incorporated by reference, (Attachment C).

5. IMPLEMENTING AGENCY BOND - The PROVIDER is an implementing agency under the COUNTY'S Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program, and shall be bound by all the provisions of the documents incorporated by reference in Section 4 of this Agreement. Additionally, the PROVIDER shall be bound by all laws, rules, and regulations relating to the COUNTY'S performance under the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program.

6. BILLING AND PAYMENT

(a) The PROVIDER 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:

Monroe County 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 PROVIDER.

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 PROVIDER after the PROVIDER has received notice of termination. In the event there are any unused Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Funds, the PROVIDER shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

8. ACCESS TO FINANCIAL RECORDS - The PROVIDER 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 PROVIDER 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:
David P. Owens
Monroe County Grants Administrator
1100 Simonton Street
Key West, FL 33040

FOR PROVIDER:
Dan Dombrowski, Executive Director
Boys and Girls Club
1400-B United Street
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 PROVIDER at its address specified above. The COUNTY shall not be obligated to pay for any services provided by the PROVIDER after the PROVIDER has received notice of termination.

12. COMPLIANCE WITH LAWS AND REGULATIONS - In providing all services pursuant to this Agreement, the PROVIDER 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 PROVIDER. If the PROVIDER 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. INDEPENDENT CONTRACTOR/EMPLOYEE STATUS – The PROVIDER is an independent contractor. No statement in this agreement shall be construed so as to find the PROVIDER, its employees, contractors, servants, volunteers, or agents to be employees of the COUNTY. Persons employed by the PROVIDER 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 PROVIDER 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 PROVIDER.

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:_____
Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 11/2/05

_____
Witness

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

Boys and Girls Club

By: _____

Name/Title: _____

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 is: breakfast at $3.00, lunch at $6.00, and dinner at $12.00. 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 is calculated at .29 cents per mile for personal auto mileage while on County business. 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 form 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		$ X,XXX.XX
	(B)	Total prior payments		$ X,XXX.XX
	(C)	Total requested and paid (A + B)		$ X,XXX.XX
	(D)	Total contract amount		$ X,XXX.XX
		Balance of contract (D-C)		$ X,XXX.XX

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

_____
Executive Director

Attachments (supporting documentation)

Sworn to and subscribed before me this _____ day of _____ 2001
by_____ who is personally known to me.

_____
Notary Public

Notary Stamp

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

ETHICS CLAUSE

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

_____
(signature)

Date:_____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

_____
NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

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."

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

OCT 3 2005

The Honorable Dixie Spehar
Mayor
Monroe County Board of Commissioners
500 Whitehead Street, Suite 102
Key West, FL 33040

Re: Contract No. 2006-JAGC-MONR-4-M8-136

Dear Mayor Spehar:

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 $ 21,517.00 for the project entitled, BOYS AND GIRLS SMART - MARATHON AREA. 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. These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

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

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

Sincerely,

Clayton H. Wilder
Administrator

CHW/JP/dh

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 2006-JAGC-MONR-4-M8-136, in the amount of $ 21,517.00, for a project entitled, BOYS AND GIRLS SMART - MARATHON AREA, for the period of 10/01/2005 through 09/30/2006, 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: OCT 3 2005

Grant Period: From: 10/01/2005 TO: 09/30/2006

Project Title: BOYS AND GIRLS SMART - MARATHON AREA

Grant Number: 2006-JAGC-MONR-4-M8-136

Federal Funds: $ 21,517.00

State Agency Match:

Local Agency Match: $ 0.00

Total Project Cost: $ 21,517.00

State Purpose Area: 04A : Community Crime Prevention

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

9-30-05

Date

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

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

ADDENDUM TO STANDARD CONDITIONS

For Subgrant Recipients receiving Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds under Federal Grant No. 2005-DJ-BX-0057, the following additional conditions apply:

1. 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 OJP.

2. 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.

3. Global Justice Data Model Specifications

To support public safety and justice information sharing, OJP requires the grantee to use the Global Justice Data Model specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction al schemas (extensions, constraint, proxy) generated as a result of this grant to the component registry as specified in the guidelines. This information is available at www.it.ojp.gov/gjxdm.

4. Reporting, Data Collection and Evaluation

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

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1: Administrative

Subgrantee Organization

Organization Name: Monroe County Board of Commissioners

County Organization is Located In: Monroe

FEID OR SAMAS: 59-6000749

Chief Official Position

Name: Dixie Spehar

Title: Mayor

Address: 500 Whitehead Street, Suite 102

City: Key West

State: FL **Zip:** 33040

Email: boccdis1@monroecounty-fl.gov

Phone: 305-292-3440 **Ext:** **Fax:** 305-292-3466 **Suncom:**

Chief Financial Official Position

Name: Danny Kolhage

Title: Clerk

Address: 500 Whitehead Street

City: Key West

State: FL **Zip:** 33040

Email: dkolhage@monroe-clerk.com

Phone: 305-292-3550 **Ext:** **Fax:** 305-295-3663 **Suncom:**

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 1 - Administration (cont.)

Implementing Agency Organization

Organization Name: Monroe County Board of Commissioners

County Organization is Located In: Monroe

FEID OR SAMAS: 59-6000749

Chief Official Position

Name: Dixie Spehar

Title: Mayor

Address: 500 Whitehead Street, Suite 102

City: Key West

State: FL **Zip:** 33040

Email: boccdis1@monroecounty-fl.gov

Phone: 305-292-3440 **Ext:** **Fax** 305-292-3466 **Suncom:**

Project Director Position

Name: David Owens

Title: Grants Administrator

Address: 1100 Simonton Street

City: Key West

State: FL **Zip:** 33040

Email: owens-david@monroecounty-fl.gov

Phone: 305-292-4482 **Ext:** **Fax** 305-292-4515 **Suncom:**

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 SMART - MARATHON AREA

Project Sequence No: 0

Subgrantee: Monroe County Board of Commissioners

Implementing Agency: Monroe County Board of Commissioners

Project Start Date: 10/1/2005 **End Date:** 9/30/2006

Problem Identification

This program addresses the problem of youth crime, such as gang involvement, violence, and drug use. 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 indicate that middle school 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 problems, 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, nearly 1,300 children from the Marathon area will leave the safety of their classrooms. Some will go home to a parent, some will go to an extracurricular activity and some will go to work. 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 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

Problem Identification (Continued)

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 premature sexual activity, violence, STD'S, gang activity, and healthy life skills.

Needs Assessment.
The Boys and Girls Club of the Keys Area currently provides services to over 120 children each day in its after school programs and over 160 children over the summer. Over 50% of these children are from single parent homes or from homes where there is history of domestic violence or substance abuse. Over ninety percent are from families with living at or below the Monroe County Poverty Level index. Currently, all children who attend any of the Boys and Girls Club receive financial assistance. This assistance is either from subsidized child care from the state of Florida, assistance from the Department of Children and Families or from a Boys and Girls Club scholarship.

Families, especially single-parent families, cannot meet the needs of adolescents alone. Developmentally, adolescents need increased involvement with peers and adults other than their parents. In addition, young people must master new skills while experimenting with adult roles. While relationships with parents and families remain fundamental, the staff members of the Boys and Girls Club of the Keys Area can have a powerful, positive influence on the lives of young participants by providing additional continuity, direction, support and guidance. Emotional support is a vital source of affirmation. It is the addition of high expectations that motivates young people to excel. Research has consistently shown that young people benefit when they are asked to abide by clear rules and standards and when they are guided and monitored. Structure and predictability are critical elements that young people crave. The positive peer pressure and reinforcement of positive behavior developed with in the Boys and Girls Clubs of the Keys Area has and will continue to have a powerful impact on participant's choices and decisions

Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

Section 2: Project Overview (Cont.)

Project Summary

Project Summary
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. Education and career development activities are designed to give young people the sense that they can do something well and have individual worth. Career exploration, discussing and debating important social issues, such as gang awareness, drug use and prevention, teenage pregnancy, STD'S, nutrition, and child abuse prevention offer constructive and ongoing dialogue. 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 and commitment over the next funding cycle is to continue and enhance our efforts with our SMART Moves preventive programs by implementing this program in our Club 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. These year round programs are designed to educate and assist young people to resist alcohol, tobacco, substance abuse, delinquent behavior, gang involvement and premature sexual behaviors. The SMART Moves program serves as the foundation for SMART Parents; SMART Girls; Passport to Manhood, Act Smart and Street Smart.

The short term goal would be to establish a Boys and Girls Club in Marathon and to begin to offer an array of preventive, academic, and recreational programming to the youth of that community. Long term goals would be to continue to expand the number of youth we serve, days we are open as well as doing some community outreach.

The service provider agency will be the Boys and Girls Clubs of the Keys Area; its administrative location is 1400 United Street, Suite 108, Key West, FL 33040

The relationship of the County to the service provider will be contractual.

The Boys and Girls Club of the Keys has a Universal Prevention license from the Florida Department of Children and Families

This is not a new activity for the provider, but a geographical change only. We are expanding our successful prevention program in Key West to Marathon and duplicating our SMART MOVES gang prevention program.

The Boys and Girls Clubs of the Keys is excited to be partnering with The Educational Coalition for Monroe County (ECMC) to implement and develop a Boys and Girls Club in Marathon. ECMC is a county wide organization, founded in 1996 as a youth advocacy

Project Summary (Continued)

group. This partnership will result in an expansion of year round program opportunities in Marathon that support learning, motivation and leadership development.

Project Staff
The Unit Director will supervise the Marathon Club and Project, Prevention. The Programs Coordinator will implement and run the prevention program, and a DARE Police officer and/or Certified Addictions Professional will run drug education groups activities. All Project staff will be employees of the Boys and Girls Clubs of the Keys Area.

All Training will be by the Boys and Girls Clubs of the Keys Area

For the last three years the Boys and Girls Club of the Keys have administered a very successful SMART Moves Prevention Program in our Key West Club. We will be utilizing the present administration structure, experience and programming of the Boys and Girls Club, i.e. Executive Director, to establish and implement the SMART MOVES Prevention Program in our Club in Marathon.

Board of Directors-Local oversight of organization
Executive Director-Administrative Oversight of organization
Marathon Unit Director-Oversight of Club in Marathon
Prevention Coordinator-Implementation of Project in Marathon
Dare Officer or Certified Addictions Professional-Provide drug and or alcohol educational classes or activities.

Four to Five employees, depending on the number of youth in attendance, will provide project activities. They will be agency staff, funded with project funds.

Project Location.
The project will be located within the city of Marathon. Marathon Skate Park and Marathon Middle School. It will serve children in the middle keys area of Monroe County. The Boys and Girls Club serves the lower and middle keys.
Project Activities/Administration
Academic Tutoring: Monday to Friday offered from 2:30 pm to 5pm. At least 15 children will be involved daily.

Alternative Drug Free events offered each day include: sporting activities such as baseball, kickball, flag football, soccer, Jump rope, basketball and 4 square. These inspire and teach cooperation, fair play, and sportsmanship as well as bonding the participants and strengthening the anti drug message.

Our two SMART girls group meets every Monday afternoon for an hour, run by the Club's Certified Additions Prevention Professional. Groups are divided by age and focus on drug and alcohol education, life skills education, anger management and health issue.

Our Passport to Manhood meets each Monday for an hour and focuses on substance

Project Summary (Continued)

abuse education, crime prevention, anger control and other preventive and life skills associated with male adolescents.

Community Service Projects: Every other month on Saturday or Sunday. Hours will vary, but will be a minimum of 2 hours and 15 children.

Crime and Substance Prevention Education: Once per week, 1 hour for each class and a maximum of 10 children kids in each class

Life Skill Development: Once per week, 1 hour for each class and a maximum of 10 children kids in each class.

Recreation Programs: Daily activities (kickball, basketball jump rope baseball etc.) Each is at least ½ hour and involves a minimum of 5 children.

Summer Camp activities: 10 weeks during the public school's summer vacation. A minimum of 90 children will participate Monday to Friday from 8 am to 5 pm. We will offer the same activities as in our traditional after school program.

Our plan in Marathon is to be open and provide programming and services for over 250 calendar days.

Forty to Fifty children will participate and be enrolled in the SMART MOVES Prevention Programs.

Target Groups, Clients, and Participants.
Male and female youth in grades 5 to 8 with two of the following traits will be targeted for this program, with a special emphasis on youth from disadvantaged families: involvement in the Juvenile Justice System, weak family structure, lack of a positive role model, poor academic performance, behavioral problems in school, absenteeism or truancy, or substance abuse by family members. Staff observation and parental referrals are also included in the selection process.

Project Results
Successful completion of the program consists of attendance at all classes and successful completion of a post test or post test interview at the conclusion of each program.

Anyone who does not successfully complete the program may attend the during the next four week cycle.

There will be a ceremony for successful graduates of each SMART MOVES preventive program offered at the Club. Award Certificates will be issued to each graduate. Sanctions, depending on behavior would include time outs/removal from program activities.

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Section 3: Performance

General Performance Info:

Performance Reporting Frequency for this Subgrant: Quarterly

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Section 3 - Performance

Federal Purpose Area: 003 - Prevention and Education Programs

State Purpose Area: 04A - Community Crime Prevention

Activity Description:

Activity: Academic Tutoring
Target Group: Children
Geographic Area: City-Wide
Location Type: Boys and Girls Clubs

Address(es):

Boys and Girls Club
c/o Stanley Switlik School
3400 Overseas Hwy
Marathon , FL 33050

Activity Description:

Activity: After School Program
Target Group: Children
Geographic Area: City-Wide
Location Type: Boys and Girls Clubs

Address(es):

Boys and Girls Club
c/o Stanley Switlik School
3400 Overseas Hwy
Marathon , FL 33050

Activity Description:

Activity: Community Service
Target Group: Children
Geographic Area: City-Wide
Location Type: Boys and Girls Clubs

Address(es):

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Section #3 Programs

Boys and Girls Club
c/o Stanley Switlik School
3400 Overseas Hwy
Marathon , FL 33050

Activity Description:

Activity: Crime Prevention Education
Target Group: Children
Geographic Area: City-Wide
Location Type: Boys and Girls Clubs

Address(es):

Boys and Girls Club
c/o Stanley Switlik School
3400 Overseas Hwy
Marathon , FL 33050

Activity Description:

Activity: Drug Free Events
Target Group: Children
Geographic Area: City-Wide
Location Type: Boys and Girls Clubs

Address(es):

Boys and Girls Club
c/o Stanley Switlik School
3400 Overseas Hwy
Marathon , FL 33050

Activity Description:

Activity: Life Skills Training
Target Group: Children
Geographic Area: City-Wide
Location Type: Boys and Girls Clubs

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Section #3 - Continuance

Address(es):

Boys and Girls Club
c/o Stanley Switlik School
3400 Overseas Hwy
Marathon , FL 33050

Activity Description:

Activity: Recreation Program
Target Group: Children
Geographic Area: City-Wide
Location Type: Boys and Girls Clubs

Address(es):

Boys and Girls Club
c/o Stanley Switlik School
3400 Overseas Hwy
Marathon , FL 33050

Objective:

04A.01 - Provide a specified number of alternative drug-free events. [Alternative drug-free events would include any participatory event designed to strengthen the anti-drug message and/or anti-crime message.]

Measure: Part 1

How many alternative drug free events will be conducted?

Goal: 12

Objective:

04A.02 - Present a specified number of crime and substance abuse prevention education classes.

Measure: Part 1

How many crime prevention and substance abuse education classes will be presented?

Goal: 16

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Section 3: Performance

Objective:

04A.03 - Conduct a specified number of life skill development education classes.

Measure: Part 1

How many life skill development education classes will be presented?

Goal: 35

Objective:

04A.04 - Create, expand, or enhance community, neighborhood, or school-based recreation programs.

Measure: Part 1

Will the subgrant create or expand one or more community or neighborhood recreation programs?

Goal: Yes

Measure: Part 2

Will the activities include academic tutoring?

Goal: Yes

Measure: Part 3

Will the activities include drug awareness and prevention education?.

Goal: Yes

Objective:

04A.09 - Conduct a specified number of community service projects which may include neighborhood clean-up campaigns.

Measure: Part 1

How many community service projects which may include neighborhood clean-up campaigns, will be conducted.

Goal: 3

Objective:

04A.15 - Provide academic tutoring to a specified number of students.

Measure: Part 1

How many individuals will receive academic tutoring services?

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Section 3: Performance

Goal: 14

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Section 3: Performance

Section Questions:

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

Ans: n/a

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

Ans: n/a

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Section 4 - Financial

General Financial Info:

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

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

SAMAS / Vendor Number: 59-6000749

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$21,517.00	$0.00	$21,517.00
Expenses	$0.00	$0.00	$0.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$21,517.00**	**$0.00**	**$21,517.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

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

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Section 4 Financial (cont.)

Budget Narrative:

CONTRACTUAL SERVICES

Personnel (Grant and match will fund approximately 47.9% of each)

Marathon Prevention Programs Coordinator (P/T)
25 hrs X 12.00 hr X 52 weeks X .479 7,467
FICA (rounded) 571
TOTAL 8,038

Police Officer/Certified Addictions Prevention Professional
3 hrs X 25.00 per hr X 40 school weeks X .479 1,316
2 hrs X $25.00 per hr X 10 summer weeks X .479 571
FICA rounded 117
TOTAL 2,004

Marathon Unit Director
25 hrs X 14.00 Hr X 52 weeks X .479 8,712
FICA rounded 540
TOTAL 9,252

Activity Coordinator
25 hrs x 10.00 x 52 weeks X .479 6,223
FICA rounded 386
TOTAL $6,609

Administration Costs/Training
20 hrs X 15.00 X 12 months X .479 1,723
FICA rounded 107
TOTAL 1,830

Operating supplies (videos, work books, etc) 957

TOTAL BUDGET $ 28,690

Monroe County will contract with Boys and Girls Club for these services.

Purchasing methods to be used will conform to existing Federal, State, and Local laws and regulations.

Budget category is contractual services.

Total program cost is $28,690.00, and the JAG portion is $21,517.00. The balance of the program cost will be provided by Monroe County.

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Section Questions:

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?

Ans: Yes

Indicate the Operating Capital Outlay threshold established by the subgrantee.

Ans: 750

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.

Ans: n/a

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.

Ans: n/a

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 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 Edward Byrne Memorial Justice Assistance Grant (JAG) 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 JAG 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 ant 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.

CERTIFICATION OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM REQUIREMENTS

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

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):**

XX 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):**

XX 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.

Dixie M. Spehar
Signature of Subgrantee Authorized Official

Type Name: Dixie M. Spehar

Title: Mayor

Subgrant Recipient: Monroe County Board of County Commissioners

Date: 6/21/05

CERTIFICATION OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM REQUIREMENTS

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program

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)*:

_XX_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)*:

_XX_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.

Dixie M. Spehar
Signature of Implementing Agency Authorized Official

Type Name: Dixie M. Spehar

Name of Subgrant Recipient: Monroe County Board of County Commissioners

Name of Implementing Agency: Monroe County Board of County Commissioners

Title: Mayor

Date: 6/24/05

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, Administrator

Date: 9-30-05

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: Dixie M. Spehar

Typed Name and Title: Dixie M. Spehar, Mayor

Date: 6/24/05

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: Monroe County Board of County Commissioners

Signature: Dixie M. Spehar

Typed Name and Title: Dixie M. Spehar, Mayor

Date: 6/24/05