CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

MEETING DATE: December 16, 2009 **AGENDA ITEM SUMMARY NO9-122-1.**

[ ] AWARDS / PRESENTATIONS / PETITIONS
[x] CONSENT
[ ] PUBLIC HEARING
[ ] ORDINANCE ON SECOND READING
[ ] PUBLIC HEARING
[ ] ORDINANCE ON FIRST READING

[ ] DISCUSSION
[ ] RESOLUTION

SUBJECT: PALM BEACH COUNTY INTERLOCAL AGREEMENT

RECOMMENDATION / MOTION: To approve the resolution accepting the inter-local agreement with Palm Beach County to provide support to the City of Riviera Beach Civil Drug Court for the full time case manager position and client referral to licensed substance abuse treatment providers.

DEPARTMENTAL APPROVAL REVIEW & DATE

• City Attorney RJ for PHR 12/8/09	Marina
• City Clerk CK	Police
Community Development	Public Works
• Finance 12-2-09	Purchasing
Fire	Recreation & Parks
• Human Resources 12/2/09	Water & Sewer
Library	Other

APPROVED BY CITY MANAGER: Ruth C Jones **DATE:** 12-8-09

Originating Dept. **Executive (Civil Drug Court)**	**Costs: $ 168,000** **Current FY ending 9/30/10** **Funding Source:** [ ] Capital Improvement [ ] Operating [X] Other Criminal Justice Commission **Budget Account Number:** **148-1618-569-8**	**City Council Actions:** [ ] Approved [ ] Approved w/conditions [ ] Denied_____ [ ] Tabled to_____ [ ] Referred to Staff_____
User Dept. CIVIL DRUG COURT		
Advertised: **Date:** **Paper:** [X] Not Required **Affected Parties** [ ] Notified [X] Not Required		**Attachments:** 1. Resolution 2. Grant agreement 3. profile sheet 4. Contracts

BACKGROUND / SUMMARY: The Civil Drug Court was awarded funding in the amount of $168,000 to provide continued support and services to citizens who are affected by substance abuse and addiction; costs associated with administering the program; continued funding of the current full time Case Manager position which is responsible for processing and managing clients and funding to cover the costs of goods and services necessary to meet the programmatic needs. Staff is requesting authorization to accept the inter-local agreement for continued funding effective October 1, 2009 through September 30, 2010.

Item No.08

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010
Capital Expenditures				
Operating Costs				$168,000
External Revenues				$168,000
Program Income (City)				
In-Kind Match (City)				
NET FISCAL IMPACT				-0-
NO. ADDITIONAL FTE POSITIONS (Cumulative)				

12-2-09

Is Item Included In Current Budget? YES _____ NO **X**
Budget Account No.: Fund **148** Org. **168** Func **569** Arb **8** Obj Various
Reporting Category: _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
BOARD OF COUNTY COMMISSIONERS (BCC)

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:

Finance Department 12-2-09

Purchasing and Grants

B. Other Department Review:

Department Director

GRANT PROFILE SHEET

Grant Name PBC Civil Drug I/L agreement 2010 **Project number**

L -
S -

Responsible CRB Dept. Civil Drug Court

Contact-Name: Felicia Scott
Contact-phone: 561-840-4824
Contact-e-mail: fascott@rivierabch.com

Grant #
Grant CFDA #
CRB Fund# 148

Referenc Grant/Contract #

Grantor PBC Criminal Just **Type of Grant:**
Name PBC Criminal Justice Commission
Address 301 N. Olive Avenue
Address Suite 1001
Address West Palm Beach, FL 33437

Contact Michael Rodriguez
E-mail mlrodriguez@pbcgov.org
FAX #
Phone # 561-355-2314

Eligible Expenditures Description

	Expend dates From:	To:	Extensions to: Revisions to:
1.)	######	9/30/2010	
2.)			
3.)			

Expenditure Definition Check cut/Invoiced/Encumbered

Case Manager, Drug Court Counselor, Admin. Cost and treatment referrals, etc...

Special Conditions:

Reports:

Fiscal		Programatic	
When:	Monthly	When:	n/a
What:	Claim Forms	What:	
Who:	R. Brooks - Finance	Who:	
Where:	Criminal Justice Commission	Where:	
How:	certified mail	How:	

Report Due Dates:

Approved by agenda item?
When yes: Item # / Date XXX-09 10/1/2009 Execute agreement and set-up budget

Accounting

Fiscal Yr ' 09-'10	Account #s	FY '09 Budget	FY '09 Actual	FY '10 Budget	FY '10 Actual
Account for cash match				-	
Account for reimbursement	148-00-337694			-	
Account for Interest Income				-	
Account(s) for expenditures	148-1618-569-8-1201	31,470.00		31,470.00	
Account(s) for expenditures	148-1618-569-8-1401	2,407.00		2,407.00	
Account(s) for expenditures	148-1618-569-8-1403	8,750.00		8,750.00	
Account(s) for expenditures	148-1618-569-8-1404	156.00		156.00	
Account(s) for expenditures	148-1618-569-8-3101	88,737.00		88,737.00	
Account(s) for expenditures	148-1618-569-8-3106	16,800.00		16,800.00	
Account(s) for expenditures	148-1618-569-8-4001	5,800.00		5,800.00	
Account(s) for expenditures	148-1618-569-8-4101	780.00		780.00	
Account(s) for expenditures	148-1618-569-8-4201	1,300.00		1,300.00	
Account(s) for expenditures	148-1618-569-8-4701	1,500.00		1,500.00	
Account(s) for expenditures	148-1618-569-8-4801	2800		2800	
Account(s) for expenditures	148-1618-569-8-5101	5000		5000	
Account(s) for expenditures	148-1618-569-8-5201	1500		1500	
Account(s) for expenditures	148-1618-569-8-5204	400		400	
Account(s) for expenditures	148-1618-569-8-8300	600		600	
Misc.		168,000.00		168,000.00	

Interest able to be accrued / charged?
Record retention rule

Audit requirements

Audit mailing address

Has final payment been received?
Audited Financials or Extension request mailed
Approval Received or acknowledged YES or NO Date:
YES or NO Date:
Date:

Scanned documents: directory location:
Reports: directory location for YES or NO

Printed - 12/1/2009

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE INTERLOCAL AGREEMENT FROM PALM BEACH COUNTY – OFFICE OF CRIMINAL JUSTICE COMMISSION IN THE AMOUNT OF $168,000 FOR FISCAL YEAR OCTOBER 1, 2009 AND ENDING SEPTEMBER 30, 2010; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH A BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Civil Drug Court was created through an Administrative order issued by the Chief Judge in 1991 and has assisted the recovery efforts of clients with substance abuse issues by ordering them into treatment programs through the Marchman Act (FSS. Chapter 397); and

WHEREAS, the City of Riviera Beach has an investment in the Civil Drug Court and has since its inception in 1991; and

WHEREAS, the County's Criminal Justice Commission (CJC), wishes to provide continued support to the Civil Drug Court to provide services to citizens who are affected by substance abuse addiction; and

WHEREAS, on the recommendation of the CJC, the services of a Case Manager is needed to market the services of the Civil Drug Court and to schedule counseling services, link participants to outside resources and monitor and track court ordered clients; and

WHEREAS, the County, through the Criminal Justice commission is providing funding to the City to support the full-time Case Manager Position and treatment referrals of clients to licensed substance abuse treatment providers; and

WHEREAS, under the new inter-local agreement the Civil Drug Court program coordinator duties will increase outside the scope of its regular activities and is required to submit a "logic model form" that will identify City's program activities, outputs, and desired outcomes, prepare and submit monthly financial invoices and reports measuring the outcomes and demographics on the clients served by the County funding.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That the City Council authorizes the Mayor and City Clerk to execute the inter-local agreement with the County accepting $168,000 to support the full-time Case Manager position, drug court counselor, and payment of referred clients to licensed substance abuse treatment providers.

SECTION 2: That the Finance Director is authorized to set up budget as follows:

REVENUE		
148-00-337694	CJC-I-L GRANT	$168,000
		Total **$168,000**
EXPENDITURE		
148-1618-569-8-1201	Salaries	$31,470
148-1618-569-8-1401	FICA Taxes	$ 2,407
148-1618-569-8-1403	Health Insurance	$ 8,750
148-1618-569-8-1404	Life Insurance	$ 156
148-1618-569-8-3101	Contract Services	$88,737
148-1618-569-8-3106	Administrative costs	$16,800
148-1618-569-8-4001	Travel	$ 5,800
148-1618-569-8-4101	Communication	$ 780
148-1618-569-8-4201	Postage	$ 1,300
148-1618-569-8-4701	Printing & Binding	$ 1,500
148-1618-569-8-4801	Promotional Expense	$ 2,800
148-1618-569-8-5101	Office supplies	$ 5,000
148-1618-569-8-5201	Operating supplies	$ 1,500
148-1618-569-8-5204	Operating janitorial	$ 400
148-1618-569-8-8300	Grants & Aids	$ 600
	Total	**$168,000**

SECTION 3: That this resolution shall take effect upon its approval and passage by the City Council.

PASSED AND APPROVED this _____day of _____, 2009.

APPROVED:

_____
THOMAS A. MASTERS
MAYOR

_____
DAWN S. PARDO
CHAIRPERSON

ATTEST:

_____
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

_____
JUDY L. DAVIS
CHAIR PRO TEM

_____
BILLIE E. BROOKS
COUNCILPERSON

_____
TONYA DAVIS JOHNSON
COUNCILPERSON

_____
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

T. JOHNSON _____

D. PARDO _____

J. DAVIS _____

B. BROOKS _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala H. Ryan

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/8/09

INTERLOCAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS,
PALM BEACH COUNTY, FLORIDA, AND
THE CITY OF RIVIERA BEACH, FLORIDA

THIS INTERLOCAL AGREEMENT is made as of the First day of October, 2009, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and between the CITY of Riviera Beach, a municipality located in Palm Beach County, Florida (hereinafter "CITY"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:
WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Civil Drug Court was created through an Administrative Order issued by the Chief Judge in 1991 and has assisted the recovery efforts of clients with substance abuse programs by ordering them into treatment programs through the Marchman Act (FSS. Chapter 397); and

WHEREAS, the CITY has an investment in the Civil Drug Court and has since its inception in 1991; and

WHEREAS, the COUNTY'S Criminal Justice Commission (CJC), wishes to provide continued support to the Civil Drug Court to provide services to citizens who are affected by substance abuse and addiction; and

WHEREAS, the Civil Drug Court acknowledges that participation by the family in the treatment and recovery process via family counseling, participation in group counseling, and an opportunity for increased knowledge of the recovery process will assist the family in supporting the substance abuser; and

WHEREAS, through the continued pairing of clients with social service agencies, continued identification of employment and adequate housing needs; restored family relationships and completion of educational requirements for the clients, success of the program will be realized. Additionally, success will also be realized when a client has

completed the 60 day court ordered treatment program, followed by a 90 day aftercare service and random drug testing to insure program compliance and completion for the client; and

WHEREAS, the continued long term goals of the program are to increase active family participation in the recovery and treatment process including individual, group, and family counseling; and

WHEREAS, on the recommendation of the CJC, the services of the Family Restart Complete Care Program are needed to arrange and provide services to the families of the Civil Drug Court clients.

WHEREAS, the CJC has developed and is implementing a Youth Violence Prevention Project in Palm Beach County; and

WHEREAS, as a part of the Youth Violence Prevention Project, the CJC, in partnership with cities in target areas, has established Youth Empowerment Centers to provide services and activities for youth and Justice Service Centers to provide services for offenders; and

WHEREAS, the youth, adults, and their families participating at the Youth Empowerment Centers and Justice Service Centers may need to access substance abuse treatment; and

WHEREAS, on the recommendation of the CJC, the services of a Case Manager are needed to arrange and provide services of the Civil Drug Court to the Youth Empowerment Centers and Justice Service Centers and to schedule counseling services, treatment referrals, link participants to outside resources and monitor and track clients; and

WHEREAS, the COUNTY, will reimburse the CITY for the expenses outlined in the Budget Narrative in Exhibit B, up to the amount of $168,000 from October 1, 2009 through September 30, 2010 for the Civil Drug Court set forth in Exhibit A. A copy of the budget is attached as Exhibit B and by this reference incorporated herein; and

WHEREAS, the CITY will provide services and expenditures as set forth in Exhibits A and B.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Purpose and Payment

1.1 The purpose of this Agreement is for the Criminal Justice Commission to provide support to the City of Riviera Beach Civil Drug Court for a Case Manager position and for substance abuse treatment for the Civil Drug Court clients; and

1.2 The purpose of this Agreement is for the COUNTY to provide support to the CITY Civil Drug Court for the services of the Family Restart Complete Care Program as more specifically listed in the Scope of Work, Exhibit A; and

1.3 For the CITY to provide the services of a Case Manager to handle the client referrals for substance abuse treatment from the CITY's Youth Empowerment Center; as more specifically outlined in the Scope of Work, Exhibit A.

1.4 Upon receipt and approval of the CITY's fiscal invoices, the COUNTY will reimburse the CITY the not-to-exceed amount of $168,000, in accordance with the budget (Exhibit B) for the Case Manager, substance abuse treatment services, and the services of Family Restart Complete Care Program.

1.5 All subcontracts for services herewith, shall require prior review and written authorization by the COUNTY'S representative.

The COUNTY'S Executive Director of the Criminal Justice Commission may authorize adjustments in the inclusive budgeted items of up to 10% provided there is not an increase in the total Agreement amount.

The COUNTY'S representative shall review in advance all capital, event, and trip expenses in excess of $500.00. All events/trips must have their own budgets. All equipment and capital items costing more than $300.00 shall be inventoried and marked. A list of all such items shall be provided to the COUNTY'S representative within twenty (20) days of receipt and prior to payment by the COUNTY. In the event of the termination of the Interlocal Agreement by either party under this or subsequent contracts, the items purchased hereunder shall be immediately transferred to the COUNTY.

Section 2. Representative/Monitoring Position

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Becky Walker, whose telephone number is (561) 355-1739.
The CITY'S representative/contract monitor during the term of this Agreement shall be Felicia A. Scott, whose telephone number is (561) 840-4824.

Section 3. Effective Date/Termination

This Agreement shall take effect on October 1, 2009 and shall continue in full force and effect up to and including September 30, 2010 unless otherwise terminated as provided herein.

Section 4. Responsibilities and Duties

The CITY agrees to provide services in accordance with the fundamental principles of the Civil Drug Court and the Youth Violence Prevention Initiative; financially support its Civil Drug Court program equal to or greater than the COUNTY allocation; and support a full-time coordinator.

The COUNTY agrees to provide support to the Civil Drug Court and Youth Violence Prevention Initiative efforts.

Section 5. Payments/Invoicing and Reimbursement

The CITY shall submit monthly programmatic reports and monthly financial invoices to the COUNTY which will include a reference to this Agreement, identify the project and identify the amount due and payable to the CITY. Upon receipt and approval of the CITY's monthly programmatic and fiscal invoices, the COUNTY will reimburse the CITY the not-to-exceed amount in accordance with the budget (Exhibit B). Invoices shall be itemized in sufficient detail for prepayment audit thereof. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of payroll register, paid receipts, copies of check, invoices and/or other documentation acceptable to the Palm Beach County Clerk & Comptroller Finance Division. The CITY shall supply any further documentation deemed necessary by the COUNTY, including detailed data for the purposes of evaluation. Invoices received from the CITY will be reviewed and approved by the staff of the COUNTY'S CJC, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval.

Section 6. Access and Audits

The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this project. The COUNTY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

Section 7. Breach/Opportunity to Cure

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

Section 8. Termination

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party.

Section 9. Attorney's Fees

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, provided, however, that this clause pertains only to the parties to this Agreement.

Section 10. Notice

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below.

For the COUNTY: Michael L. Rodriguez, Executive Director
Palm Beach County Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, FL 33401

With a copy to: Dawn Wynn, Assistant County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401

For the CITY: Ms. Ruth Jones, City Manager
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

Section 11. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

Section 12. Filing

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 13. Liability

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

Section 14. Remedies

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 15. Equal Opportunity Provision

The COUNTY and the CITY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, sexual orientation or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

Section 16. Insurance by City of Riviera Beach

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., the CITY acknowledges that it is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of $100,000 Per Person and $200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the CITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 F.S., CITY shall agree to maintain said insurance policies at limits not less than $500,000 combined single limit for bodily injury or property damage.

The CITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the CITY shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the CITY of its liability and obligations under this Interlocal Agreement.

Section 17. Notices

The CITY, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the Civil Drug Court and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission and the Palm Beach County Board of County Commissioners; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

Section 18. Criminal History Records Check

The CITY shall conduct a Criminal History Records Check including fingerprinting for all CITY employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

Section 19. Regulations; Licensing Requirements

The CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The CITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Section 20. Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant Program (JAG)

The CITY agrees to be bound by the requirements of the Florida Department of Law Enforcement, Edward Byrne Memorial Justice Assistance Grant Program (JAG) Standard and Special Recovery Act Conditions as outlined in the Exhibits C, and D and the exhibits are incorporated by reference and made a part of this Interlocal Agreement.

Section 21. City's Programmatic Requirements

The CITY agrees to specific programmatic requirements, including but not limited to, the following:

A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Interlocal Agreement, in accordance with generally accepted accounting principles.

B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.

C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.

D. To allow the COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor the CITY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The COUNTY staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

E. To support programmatic monitoring and evaluation, the CITY will complete and submit a "logic model form" that will identify the CITY'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the Interlocal Agreement is in force. Training will be provided by the COUNTY and/or Criminal Justice Commission to help the CITY complete the "logic model form".

F. Reimburse funds to the COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.

G. The CITY will submit a Report of Monthly Measurable Outcomes Report for each program, within 5 days of the end of each calendar month (i.e. January 5, for the month of December) that reflects the CITY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All data will be submitted to the Criminal Justice Commission staff in MS Word or Excel format.

H. The CITY will submit a Monthly Demographic Report based on the clients served by the County funding. This report will be due 5 days from the end of each calendar month. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by County staff. All data will be submitted to the Criminal Justice Commission staff in MS Word or Excel format. CITY that does not provide services to clients directly or indirectly are exempt from this reporting requirement.

Section 22. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 23. Severability

In the event that any section, paragraph, sentence, clause, or provision herein shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 24. Availability of Funds

The COUNTY'S performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

Section 25. Modifications of Work

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CITY of the COUNTY'S notification of a contemplated change, the CITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CITY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the CITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the CITY shall not commence work on any such change until such written amendment is signed by the CITY and approved and executed on behalf of Palm Beach County.

Section 26. Entirety of Agreement
This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and the CITY has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

By:_____
Deputy Clerk

DATE: _____
(Seal)

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
John F. Koons, Chairman

ATTEST:
Carrie E. Ward

By: _____
City Clerk

DATE:_____

(Seal)

CITY OF RIVIERA BEACH, FLORIDA

By: _____
Thomas Masters, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Pamala H. R
Pamala H. Ryan, City Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Michael L. Rodriguez
Criminal Justice Commission

Exhibit A

CITY OF RIVIERA BEACH
CIVIL DRUG COURT
SCOPE OF WORK

CIVIL DRUG COURT

In 1991, Circuit Court Judge Edward Rodgers instituted a Saturday Drug Court in Riviera Beach, Florida. It was designed to reach those people in need of the court ordered substance abuse services, but were unable to recognize their need for treatment or unable to obtain the treatment services needed to begin the recovery process.

A person may be ordered to treatment at the appropriate treatment resources facility by the Circuit Court. An Involuntary Assessment Findings petition may be filed by the respondent's spouse or guardian, any relative, or any three adults having personal knowledge of the respondent's substance abuse impairment. If the respondent is a minor, the petition may be filed by a parent, legal guardian, or legal custodian.

The Civil Drug Court staff accepts petitions Monday through Friday.

Staff is responsible for:

- Scheduling of Judges for Marchman Act commitment hearings
- Attending status check hearings
- Summoning respondents and petitioners for court appearances
- Arrange transport for clients attending treating facilities
- Collection of data
- Random drug testing to ensure compliance

The petition should allege that the person:

1. Is a habitual abuser of a controlled substance not pursuant to a lawful prescription.

2. Has lost the power of self control with respect to the use of such controlled substance.

3. Has threatened, attempted, or actually inflicted physical harm on himself or another.

4. The reason the petitioner believes that the respondent's refusal to voluntarily receive care is based on judgment so impaired by reason of substances abuse that the respondent is incapable of appreciating his need for care and making a rational decision regarding his or her need for care.

5. If the respondent has refused to submit to an assessment, such refusal must be alleged in the petition.

Family Restart Complete Care

The purpose of the "Family Restart Complete Care" project provide clients and their families complete care which includes individual, group and family counseling, random drug testing to ensure program compliance and continued assessments to identify the strengths and weaknesses of the client to determine needs for education, employment and housing.

The goal is to identify the needs of the clients through use of the Addiction Severity Index (ASI) which determines the immediate needs of the client necessary to create a plan of action to ensure the client is prepared to re-enter society.

Clients are assessed prior to completing their Court Ordered Treatment and contingent on the assessment are linked to various social, educational and therapeutic services that will offer the clients employment training, housing assistance, parenting education and other family services for total recovery or rehabilitation.

The Civil Drug Court acknowledges that participation by the family in the treatment and recovery process via family counseling, participation in group counseling, and an opportunity for increased knowledge of the recovery process will assist the family in supporting the substance abuser.

The Family Restart Complete Care Program will provide clients and their families' complete care which includes individual, group and family counseling, random drug testing to ensure proper compliance and continued assessments to identify the strengths and weaknesses of the client to determine needs for education, employment and housing.

The short term goals will be to identify the needs of clients through the use of the Addiction Severity Index (ASI). The ASI assists the Civil Drug Court in determining the immediate needs of the clients which will allow the Civil Drug Court to create a plan of action to assure that the client is prepared to re-enter society. The long term goals of the Family Restart Complete Care Program are to increase active family participation in the recovery and treatment process including individual, group, and family counseling. Additionally, the Civil Drug Court will seek to partner with additional social service agencies which will seek to provide the clients with additional resources while continuing its relationship with the existing social service agencies which assists clients in identifying and completing educational and employment training as well as identifying housing needs.

Family Restart Complete Care Program staff consist of a Drug Court Counselor which will provide individual, group and family counseling and a contracted Certified Drug Court Counselor.

The Family Restart Complete Care Program will be housed within the offices of the City of Riviera Beach Civil Drug Court located in the Port Center at 2051 Martin Luther King Jr., Blvd., Suite 116, Riviera Beach, Florida, 33404. The targeted clients are men and women who reside in Palm Beach County.

Through the continued pairing of clients with social service agencies, continued identification of employment and adequate housing needs; restored family relationships and completion of educational requirements for the clients, success of the program will be realized. Additionally, success will also be realized when a client has completed the 60 day court ordered treatment program, followed by a 90 day aftercare service and random drug testing to insure program compliance and completion for the client.

CASE MANAGER

The Case Manager is responsible for marketing services that are provided by the City of Riviera Beach Civil Drug Court to Youth Empowerment Centers and Justice Service Centers. The case manager will be required to access and assist individuals and their families who are impaired by substance abuse. Scheduling individual and family counseling services, treatment referrals, linking participants to outside resources, monitor clients' progress, tracking clients who have exited the program, documenting case notes, entering data and preparing monthly reports.

Responsibilities:

- Secure and maintain appropriate 'Release of Confidential Information' form for each applicant;
- Provide case management to clients assigned. Case management will involve screening, intake, assessment, service plan development, monitoring, linkage to appropriate community resources, follow up, appropriate discharge, tracking, etc;
- Prepare and submit reports to supervisor on a timely basis;
- Enter participants information into the database in a timely manner and update as needed;
- Network with other agencies to stay informed about services and resources available;
- Empower the applicant to take responsibility for their own recovery;
- Develop promotional strategies to inform the community about the program, including community presentations, print material, and related activities;
- Respect confidentiality at all times. Applicant information is never to be discussed in any non-professional context or with providers for whom the applicant/guardian has not signed a release of confidential information;
- Perform other assigned duties in a timely and efficient manner.

Substance Abuse Treatment Services

The Civil Drug Court is responsible for referring clients for substance treatment, providing payment for treatment and then submitting the invoice for reimbursement. The invoice will include information on the treatment provider level of service in sufficient detail to meet the requirements of the COUNTY. Providers must meet the certification and licensing requirements of the State of Florida. The CITY will establish fees for each service and provide a copy of the fees to the COUNTY.

Outcome Measures

1. Outcome 1: Effectively manage Civil Drug Court / Family Restart Complete Care Program cases
2. Outcome 2: Reduce the rate of violations associated with CDC / FRCCP cases
3. Outcome 3: Increase the rate of successful completion associated with CDC / FRCCP cases
4. Outcome 4: Reduce recidivism rates among CDC / FRCCP case clients (long term as most recidivism rates are calculated by tracking a cohort over a three year period)

Exhibit B

BUDGET ITEMIZATION
OCTOBER 1, 2009 - SEPTEMBER 30, 2010

DESCRIPTION	**AMOUNT**
Salaries (Case manager)	$31,470
Fica	$ 2,407
Health Insurance	$ 8,750
Life Insurance	$ 156
Contractual Services (Client treatment/drug testing)	$80,937
(Drug court counselor $25hr x 6hrs x 52wks)	$ 7,800
Administrative Cost	$16,800
Travel	$5,800
Communication (Cell phone for case manager $65.00 x 12)	$ 780
Postage	$ 1,300
Promotional	$ 2,800
Printing/Binding	$ 1,500
Office Supplies	$ 5,000
Operating equipment/maintenance (Faxes, copier, service)	$ 1,500
Janitorial	$ 400
Grants/Aid	$ 600
TOTAL BUDGET	**$168,000**

Budget Narrative

Travel

In an effort to improve the programs and services of the Civil Drug Court and the Family Restart Program, staff identifies training opportunities, conferences and seminars. Many of these conferences require out of county and state travel. Benefits realized from attendance and participation includes but is not limited to best practices, current trends, improved treatment modalities, data collections and cost effective ways to continue to provide stellar services in economically challenging times.

Travel to the National Association of Drug Court Professionals (NADCP) and the National Association of Court Management (NACM) will be attended by the Civil Drug Court Director. Continuing education courses which include case management oversight and other available training that will enhance the delivery of service and performance of support staff will be attended by the case manager and case worker.

Office Supplies

This line item serves to support the day-to-day operations of the Family Restart Program which is administered by the Civil Drug Court. Office supplies include paper, pens, pencils, toner, refreshments for Saturday court (coffee and water) clients and other supplies as needed for the continued operation of the Civil Drug Court.

Promotional

Promotional funding helps to support annual events such as National Recovery Month activities in addition to other programs designed to increase knowledge and bring awareness to the ever increasing problem of drug addiction and abuse. Specific promotional expenditures include participation by ten attendees at the annual CARP Gala, annual graduation luncheon ceremonies (certificates, refreshments, invitations, postage) for clients who complete their court ordered treatment.

Communication

Accessibility to staff is a key component in the recovery process. Telephones (land lines and cellular) are vital to maintaining open community and providing access to staff for clients participating in programs and services offered by the Civil Drug Court. Staff is available to speak to clients 24 hours/seven days per week. The case manager utilizes the services of the cell phone and land line covered under this line item

Drug Court Counselor

Staff has determined that increased opportunity to realize success in the treatment and recovery

process of their clients is obtained through the inclusion of family. Family participation in group counseling offers greater opportunities for increased knowledge of the recovery process and will assist the family in supporting the substance abuser. The Drug Court Counselor facilitates family, group and individual counseling sessions throughout the tenure of the abuser in the Family Restart Program.

Treatment Facilities

The Civil Drug Court is responsible for referring clients for substance treatment, providing payment for treatment and then submitting the invoice for reimbursement. The invoice will include information on the treatment provider level of service in sufficient detail to meet the requirements of the COUNTY. Providers must meet the certification and licensing requirements of the State of Florida. The CITY will establish fees for each service and provide a copy of the fees to the COUNTY.

An identification of treatment facilities is necessary to ensure that the needs of the clients are met. Each client has specific needs that must be addressed during the recovery process and it is imperative that staff identifies facilities that can meet the immediate needs of the clients. All facilities may not offer identical services and staff must determine the best fit for the client with the appropriate treatment facility.

Standard Conditions

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

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

   - **Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program"**
   - **Office of Management and Budget (OMB) Circular A-21 (2 CFR 220), "Cost Principles for Educational Institutions"**
   - **OMB Circular A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"**
   - **OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments"**
   - **OMB Circular A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"**
   - **OMB Circular A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"**
   - **OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"**
   - **28 CFR 38, "Equal Treatment for Faith-Based Organizations"**
   - **28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)**
   - **28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"**
   - **28 CFR 18, 22, 23, 30, 35, 42, 61, and 63**
   - **Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program**
   - **42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"**

2. **Allowable Costs**

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

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

3. Reports

a. Project Performance Reports

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

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

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

b. Financial Reports

(1) Project Expenditure Reports

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

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

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

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

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

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

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

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

c. Other Reports

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

4. Fiscal Control and Fund Accounting Procedures

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

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

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

5. Payment Contingent on Appropriation and Available Funds

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

6. Obligation of Subgrant Recipient Funds

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

7. Advance Funding

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

8. Trust Funds

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

b. The account may earn interest, but any earned interest must be used for program purposes and expended before the subgrant end date. Any unexpended interest remaining at the end of the subgrant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

9. Travel and Training

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

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

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

b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended.

c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income.

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

11. Approval of Consultant Contracts

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

12. Property Accountability

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

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

13. Ownership of Data and Creative Material

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

14. Copyright

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

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

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

15. Publication or Printing of Reports

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

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

16. Audit

a. Subgrant recipients that expend $500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat. , "Definitions; duties; authorities; reports; rules."; § 215.97, Fla. Stat. , "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

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

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

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

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

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

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

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

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

17. Performance of Agreement Provisions

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

18. Commencement of Project

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

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

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

19. Excusable Delays

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

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

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

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

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

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

20. Written Approval of Changes in this Approved Agreement

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

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

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

21. Disputes and Appeals

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

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

22. Conferences and Inspection of Work

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

23. Access To Records

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

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

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

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

24. Retention of Records

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

25. Signature Authority

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

26. Delegation of Signature Authority

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

27. Personnel Changes

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

28. Background Check

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

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

b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting

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

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

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

29. Drug Court Projects

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

30. Overtime for Law Enforcement Personnel

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

31. Criminal Intelligence System

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

32. Confidential Funds

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

33. Equal Employment Opportunity (EEO)

a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §

5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

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

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

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

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

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

34. Americans with Disabilities Act

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

35. Immigration and Nationality Act

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

36. National Environmental Policy Act (NEPA)

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

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

(1) New construction;

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

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

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

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

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

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

37. Non-Procurement, Debarment and Suspension

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

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

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

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

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

38. Federal Restrictions on Lobbying

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

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

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

39. State Restrictions on Lobbying

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

40. Additional Restrictions on Lobbying

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

41. "Pay – to – Stay"

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

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

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

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

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

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

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

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

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

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

(5) Employ qualified disposal contractors to remove all chemicals and associated

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

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

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

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

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

43. Limited English Proficiency (LEP)

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

44. The Coastal Barrier Resources Act

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

45. Enhancement of Security

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

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

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

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

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

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

47. Flood Disaster Protection Act

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

48. National Historic Preservation Act

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

49. Omnibus Crime Control and Safe Streets Act

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

50. Human Research Subjects

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

51. National Information Exchange Model specifications

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

52. Reporting, Data Collection and Evaluation

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

53. Privacy Certification

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

54. State Information Technology Point of Contact

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

55. Interstate Connectivity

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

56. Supplanting

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

57. Conflict of Interest

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

58. Uniform Relocation Assistance and Real Property Acquisitions Act

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

59. Limitations on Government Employees Financed by Federal Assistance

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

60. Equal Treatment for Faith Based Organizations

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

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

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

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

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
American Recovery and Reinvestment Act of 2009

Special Recovery Act Conditions

1. **Recovery Act**

   a. All subgrant recipients must comply with Public Law 111-5, the American Recovery and Reinvestment Act of 2009 (This law is a federal public law).

   b. The subgrant recipient understands and agrees that all other terms and conditions contained in this award, or in applicable FDLE or Office of Justice Programs grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("ARRA" or "Recovery Act") requirements. Subgrant recipients are responsible for contacting their grant managers for any needed clarifications.

   c. The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future FDLE or Office of Justice Programs (including government-wide) guidance and clarifications of Recovery Act requirements.

2. **Access to Records; Interviews**

   The subgrant recipient understands and agrees that FDLE, the Department of Justice (including the Office of Justice Programs and the Office of the Inspector General)), and its representatives, and the Government Accountability Office, shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subgrant recipient, contractor, or subcontractor. See items 23 and 24 of the Standard Conditions.

   The recipient also understands and agrees that FDLE, the Department of Justice, and the Government Accountability Office are authorized to interview any officer or employee of the subgrant recipient, contractor, or subcontractor regarding transactions related to this Recovery Act award.

3. **One-time funding**

   The subgrant recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional Department of Justice funding.

4. **Separate Tracking and Reporting of Recovery Act Funds and Outcomes**

   The subgrant recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including Department of Justice award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

   Accordingly, the accounting systems of the subgrant recipient must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

   The subgrant recipient further agrees that all personnel whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award related activities.

Florida Department of Law Enforcement
Edward Byrne Memorial Justice Assistance Grant Program
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5. **Central Contractor Registration and DUNS Number**

   The subgrant recipient must maintain a current registration in the Central Contractor Registration (www.ccr.gov) at all times during which it has any active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

6. **Additional Audit Requirements - Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards**

   a. The subgrant recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations" and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).

   b. The subgrant recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" cover the subgrant recipient. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SFSAC.

7. **Reporting (Section 1512)**

   a. In addition to the reporting requirements in item 3 of the Standard Conditions, subgrant recipients must provide any information necessary to comply with section 1512 of the Recovery Act, which requires detailed reporting by FDLE not later than ten calendar days after the end of each calendar quarter. **Receipt of funds will be contingent upon timely reporting.**

   b. The subgrant recipient must complete projects or activities which are funded under the Recovery Act and report on use of Recovery Act funds provided through this subgrant. Information from these reports will be made available to the public.

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

   The subgrant recipient must promptly refer to the Department of Justice, Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for Recovery Act funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds. Potential fraud, waste, abuse, or misconduct should be reported to the Office of the Inspector General by –

   mail: Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the Department of Justice Office of the Inspector General website at www.usdoj.gov/oig.

9. Protecting State and Local Government and Contractor Whistleblowers (Section 1553)

The subgrant recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at www.ojp.usdoj.gov/recovery.

10. Limit on Funds (Section 1604)

None of the funds appropriated or otherwise made available in this Act may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

11. Infrastructure Investment (Sections 1511 and 1602)

The subgrant recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the subgrant recipient decide to use funds for infrastructure investment subsequent to award, the subgrant recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from the Office of Justice Programs. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections1511 and 1602) is available at www.ojp.usdoj.gov/recovery.

12. Buy American (Section 1605)

a. The subgrant recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act ("Buy American"). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the Office of Justice Programs program office for approval. All projects must comply with government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.

b. Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

Florida Department of Law Enforcement
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American Recovery and Reinvestment Act of 2009

13. Wage Rate Requirements (Section 1606)

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of $2,000 for construction, alteration or repair (including painting and decorating).

For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

14. NEPA and Related Laws

The subgrant recipient understands that all Office of Justice Programs awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The subgrant recipient agrees to assist the Office of Justice Programs in carrying out its responsibilities under NEPA and related laws, if the subgrant recipient plans to use Recovery Act funds to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The subgrant recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. See item 36 of the Standard Conditions.

15. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.