City of Sweetwater

REGULAR COMMISSION MEETING

AGENDA

MEETING DATE: MONDAY, MARCH 7, 2016, AT 8:00 P.M. COMMISSION CHAMBERS, 500 SW 109 AVENUE

1. ROLL CALL.

2. PLEDGE OF ALLEGIANCE.

3. INVOCATION.

4. SPECIAL PRESENTATIONS.

5. PRESENTATION OF EMPLOYEE OF THE MONTH AWARD.

6. PRESENTATION OF OFFICER OF THE MONTH AWARD.

7. REPORTS OF OFFICERS, BOARDS AND COMMITTEES.

8. ADDITIONS AND DELETIONS TO THE AGENDA.

9. PETITIONS - COMMUNICATIONS - REMONSTRANCES.

   A. REQUEST OF MR. FRANCESCO MONETTI TO ADDRESS THE CITY COMMISSION.

10. CONSENT AGENDA.

    A. APPROVAL OF MINUTES FOR SPECIAL COMMISSION MEETINGS OF NOVEMBER 23 AND 24, 2015.

11. STAFF ITEMS.

    A. OPENING AND CONSIDERATION OF SEALED BIDS FOR ITB#16-1 AND ITB#16-2.

    B. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER URGING THE MAYOR TO DECLARE A FINANCIAL URGENCY UNDER FLORIDA STATUTE 447.4095, PROVIDING AUTHORIZATION THEREFORE, AND PROVIDING FOR EFFECTIVE DATE. (MAYOR LOPEZ)

    C. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE ENGAGEMENT OF GABRIEL ROEDER SMITH & COMPANY ("GRS") TO PREPARE AN ACTUARIAL VALUATION REPORT FOR THE ELECTED OFFICIALS RETIREMENT TRUST FUND; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ AND FINANCE DIRECTOR)

    D. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA,

AUTHORIZING THE MAYOR TO EXECUTE GRANT AWARD AGREEMENT RELATING TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT 2016 JUSTICE ASSISTANCE GRANT -DIRECT; AUTHORIZING THE MAYOR TO RECEIVE AND EXPEND FUNDS; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ AND GRANTS ADMINISTRATOR)

E. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE GRANT AWARD AGREEMENT RELATING TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT 2016 JUSTICE ASSISTANCE GRANT - COUNTYWIDE; AUTHORIZING THE MAYOR TO RECEIVE AND EXPEND FUNDS; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ AND GRANTS ADMINISTRATOR)

F. DISCUSSION REFERENCE THE BUILDING AND ZONING DEPARTMENT. (COMMISSIONER LLANIO)

G. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, URGING MIAMI-DADE COUNTY TO MOVE FORWARD WITH THE RELOCATION OF THE MIAMI-DADE COUNTY YOUTH FAIR AND EXPOSITION TO COUNTY-OWNED PROPERTY ADJACENT TO THE HOMESTEAD AIR RESERVE BASE PARK IN SOUTH DADE AND TO ALLOW THE EXPANSION OF FLORIDA INTERNATIONAL UNIVERSITY ONTO THE COUNTY-OWNED PROPERTY THAT IS CURRENTLY OCCUPIED BY THE FAIR; PROVIDING FOR TRANSMITTAL; AND PROVIDING FRO AN EFFECTIVE DATE. (MAYOR LOPEZ)

H. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, DIRECTING THE MAYOR TO PREPARE AN EXPENDITURE REPORT FOR ALL CITY TRANSACTIONS EXCEEDING $1,000; AND PROVIDING AN EFFECTIVE DATE. (COMMISSIONER LLANIO)

I. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, DECLARING ONE HECKLER & KOCH SHOT GUN TO BE SURPLUS; AUTHORIZING RETIREMENT OF THE FIREARM; AUTHORIZING THE DONATION OF SAID HECKLER & KOCH SHOTGUN; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ)

J. REQUEST TO FILE A CAUSE OF ACTION FOR RECOVERY OF REPAIRS COSTS TO CITY RIGHT- OF-WAY INCURRED DUE TO CAR ACCIDENT (DANIEL BRICENO) (CITY ATTORNEY)

12. REPORTS.

A. POLICE AND CODE ENFORCEMENT REPORT.

B. PARKS AND RECREATION REPORT.

C. MAINTENANCE DEPARTMENT REPORT.

D. CITY ATTORNEY REPORT.

E. MAYOR'S REPORT.

F. COMMISSIONERS REPORT.

G. ELDERLY SERVICES PROGRAM REPORT.

H. SPECIAL PROJECTS REPORT.

I. BUILDING AND ZONING REPORT.

J. FINANCE REPORT.

K. CITY CLERK'S REPORT.

L. HUMAN RESOURCES REPORT.

13. UNFINISHED BUSINESS.

14. NEW BUSINESS.

15. GOOD OF THE ORDER.

16. ADJOURNMENT.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

PERSONS WHO NEED AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT CITY CLERK MARIE SCHMIDT AT 221-0411 BY NOON ON THE THURSDAY PRIOR TO THE MEETING.

PETTITIONS – COMMUNICATIONS – REMONSTRANCES

OWNER NAME: FRANCESCO MONETTI

PROPERTY ADDRI 10995 SW 7 ST.

SWEETWATER, FL.33174

PH. 786-412.5692

EMAIL: FRANCESCOM7700@GMAIL.COM

NEXT HIRING **MARCH 7,2016**

CONSENT AGENDA

SPECIAL COMMISSION MEETING

MINUTES

MEETING DATE: MONDAY, NOVEMBER 23, 2015 AT 8:00 PM COMMISSION CHAMBERS, 500 SW 109 AVENUE

1. ROLL CALL.

Present: Honorable Jose M. Diaz, Commission President; Commissioners Prisca Barreto, Jose Bergouignan, Jr., Manuel Duasso, Idania Llanio, Isolina Marono and Eduardo M. Suarez; City Attorney Guillermo Cuadra and City Clerk Marie Schmidt.

Absent: Mayor Orlando Lopez.

2. PLEDGE OF ALLEGIANCE.

President Diaz led the Pledge of Allegiance.

3. INVOCATION.

President Diaz gave the Invocation.

4. PUBLIC COMMENTS.

A. REQUEST OF HECTOR GUTIERREZ TO ADDRESS THE CITY COMMISSION REGARDING "LA GRITERIA".

Consuelo Espinosa, representing the Griteria event, advised they do not have the $7,732 to cover the required police officers and to pay for trash pickup services. Chief of Staff Ventura stated he met with the representatives of the organization offering them Ronselli Park at no cost with cleanup for free. All they would have to pay would be for 2 police off-duty officers. This offer was not accepted.

Also discussed was that this is a religious event even if it is being sponsored by a non-profit organization. Any courtesies we give to one may have to be given to other religious events. City Attorney Cuadra pointed out that the Commission and Mayor donated $4,000 of their discretionary money last year to subsidize the event. President Diaz offered to contact local businesses to participate in the event and asked that the Mayor enlist pro bono services from the police officers.

B. REQUEST OF JERRY PROCTOR TO ADDRESS THE COMMISSION.

Jerry Proctor, 1450 Brickell Avenue, Miami, Fl, spoke in favor of the amnesty ordinance.

5. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT VACATING THAT CERTAIN PORTION OF THE NW 108TH AVENUE RIGHT-OF-WAY LOCATED BETWEEN NW 25TH STREET AND NW 23RD STREET, AS RECORDED ON PLAT BOOK 48 AT PAGE 58 OF THE HAMPTON PARK SUBDIVISION, ACCORDING TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE. (MAYOR LOPEZ)

The owners requested that the grace period be increased to 36 months. The agreement was also amended to remove the automatic reversion of the land if any owner was found non-compliant and instead require reversion to revert to the owners who finished the project if the non-compliant owner does not pay the bill for the improvements to the owners who made the improvements. Several irregularities were noted in the survey and accompanying legal descriptions. The City Attorney is to meet with Tony Telleachea to resolve these irregularities. Upon motion by Commissioner Duasso, second by Commissioner Marono to adopt the foregoing resolution with the changes indicated, the resolution was adopted by a unanimous 7-0 vote and assigned #4119.

6. A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER ADOPTING CONTRACT WITH ECOSTRATA FOR PROVISION OF GRANT-WRITING SERVICES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR EFFECTIVE DATE. (MAYOR LOPEZ)

Withdrawn. To be listed on the December meeting agenda.

7. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A FORBEARANCE AGREEMENT WITH REGIONS BANK; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ)

Upon motion by Commissioner Barreto, second by Commissioner Marono and 7-0 unanimous vote, the foregoing resolution was adopted and assigned #4120.

8. AN ORDINANCE CREATING AMNESTY PERIOD; CREATING A LIMITED EXCEPTION FROM CIVIL PENALTIES AND LIENS FOR BUILDING CODE VIOLATIONS UPON A HOMEOWNER'S COMPLIANCE WITH THE BUILDING CODE AND/OR ADDITIONAL CRITERIA; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE. (COMMISSIONER BERGOUIGNAN)

A public hearing was opened. There being no persons wishing to speak, the hearing was closed. Upon motion by Commissioner Barreto, second by Commissioner Marono and unanimous 7-0 vote, the foregoing ordinance passed on first reading.

9. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE PURCHASE OF A BREAKER HAMMER FROM GRAINGER INDUSTRIAL SUPPLY FOR THE PUBLIC WORKS DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE. (COMMISSIONER DUASSO)

Public Works Director Alan Abolila made the presentation and advised they will purchase from Lowe's instead of Grainger as the cost is less. The cost will be $1499 and is budgeted in the final adopted budget (Tools and Equipment) account. Upon motion by Commissioners Duasso and Marono, second by Commissioners Bergouignan and Suarez and 6-1 vote, the foregoing resolution as amended to reflect the change in price and location of purchase and was adopted and assigned #4121. Commissioner Llanio cast the dissenting vote.

10. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING PAYMENT TO ORACLE ELEVATOR FOR EMERGENCY REPAIRS TO THE ELEVATOR IN CITY HALL; AND PROVIDING AN EFFECTIVE DATE. (MAYOR LOPEZ/PUBLIC WORKS/FINANCE)

Upon motion by Commissioner Bergouignan, second by Commissioner Marono and 6-1 vote, the foregoing resolution was adopted and assigned #4122. Commissioner Barreto cast the dissenting vote.

11. A RESOLUTION OF THE MAYOR AND COMMISSION OF THE CITY OF SWEETWATER APPROVING BUDGET REVISION NO. 2 OF THE CITY OPERATING BUDGET FOR FISCAL YEAR 2014-2015 AND AMENDING THE SAID OPERATING BUDGET OF THE CITY OF SWEETWATER. (MAYOR LOPEZ/FINANCE DIRECTOR)

Upon motion by Commissioner Duasso, second by Commissioner Llanio and unanimous roll call vote, the meeting was recessed to tomorrow night at 8:30 PM.

This meeting was re-convened on November 24, 2015 by President Diaz at 8:30 pm. All Commission members were present.. Mayor Lopez was absent.

City Attorney Cuadra informed the Commission that State Statute 166.241(2) allows for amendments of the budget. The final budget amendment must be made 60 days after the end of the fiscal year, therefore, November 30th. If Commissioners have reservations and need additional time to finish research, he recommends they recess this meeting and reconvene on Friday or Monday which is the last day.

Discussion ensued on unbudgeted positions remaining in the 14-15 budget and what the repercussions there are of not approving the budget cleanup by November 30th. There would be findings in the audit and possible fines from the State.

Commissioner Marono was excused and left the meeting at this point.

Upon motion by Commissioner Bergouignan, second by Commissioners Barreto and Diaz and unanimous roll call vote of 6-0, the foregoing resolution was disapproved.

12 RATIFICATION OF DEPARTMENT HEADS. (CODE REQUIREMENT)

No action was taken.

13. ADJOURNMENT.

There being no further business before the City Commission, the meeting was declared adjourned at 9:56 pm.

Marie O. Schmidt, MMC
City Clerk

SPECIAL COMMISSION MEETING

MINUTES

MEETING DATE: TUESDAY, NOVEMBER 24, 2015 AT 8:00 PM COMMISSION CHAMBERS, 500 SW 109 AVENUE

THIS MEETING IS CALLED AT THE REQUEST OF PRESIDENT DIAZ WITH THE CONCURRENCE OF COMMISSIONERS DUASSO, BARRETO AND BERGOUIGNAN.

1. ROLL CALL.

Present: Honorable Jose M. Diaz, Commission President; Commissioners Prisca Barreto, Jose Bergouignan, Jr., Manuel Duasso, Idania Llanio, Isolina Marono and Eduardo M. Suarez; City Attorney Guillermo Cuadra and City Clerk Marie Schmidt.

Absent: Mayor Orlando Lopez.

2. PLEDGE OF ALLEGIANCE.

President Diaz led the Pledge of Allegiance.

3. INVOCATION.

President Diaz gave the Invocation.

4. PUBLIC COMMENTS.

Jose Antonio Lombillo, 954 SW 4 St. #14, spoke about the La Purisima celebration (La Griteria) and that the priests at St. Agatha and Our Lady of the Divine Providence agree to take leadership of this celebration in Sweetwater.

Henry Arroliga, 609 NW 58 Avenue, voiced discontent with the way La Purisima is being presented by communists and leadership of the sandinista dictatorship. He said that many members of the community have allowed these persons to get involved in different activities and to immerse themselves in the community unnoticed. He will bring proof of his allegations at 2:00 PM tomorrow for the Commissioners and the Mayor.

5. DISCUSSION ON MAYOR LOPEZ POSITION ON THE FINAL ADOPTED BUDGET AND POSSIBLE COURSE OF ACTION.

Discussion was held on the police pension plan opt out and its effect on the plan. Also discussed was employees driving City vehicles and performing duties for the City without being remunerated. If the person is a volunteer, then they must register and should not be driving City vehicles.

President Diaz stated the Mayor does not respect directives of the Commission and wants to know

what action can be taken. City Attorney Cuadra informed him the Commission, on 9/28 passed the final budget with amendments to the adopted tentative budget and the Commission has the right to do so. The final budget is the one amended and adopted on 9/28. The Commission has the option of filing for declaratory relief in court as a possible course of action. He can have a resolution ready for the next special or regular meeting. Discussion will now be expanded to include #6 and 7 together and then determine a course of action on all three.

6. DISCUSSION ON UNBUDGETED POSITIONS AND POSSIBLE COURSE OF ACTION.
7. DISCUSSION ON APPOINTMENT OF DEPARTMENT HEADS AND POSSIBLE COURSE OF ACTION.

Commissioner Bergouignan concurred that a remedy is required. He pointed out that the Mayor has taken a different position in the past from his position at present with regard to unbudgeted positions. The City Attorney will have to ascertain which positions were inappropriately included.

President Diaz quoted the charter and code on appointment of department heads and pointed out that the Mayor still has a police chief running the department without having been ratified. Course of action would be to take the Mayor to court.

At this point the meeting was recessed to re-convene last night's meeting on the budget clean-up.

The meeting was re-convened at 9:56 PM. Mayor Lopez and Commissioner Marono were absent.

City Attorney Cuadra suggested he can file a declaratory action rather than hire outside counsel. Commissioner Bergouignan said the City Attorney is too busy with all the work being given to him. He prefers outside counsel.

In order to proceed, the Commission must determine if the City Attorney will be directed to seek outside counsel and to hire one the commission must provide a level of services. This must be done by resolution.

Finance Director Mendez advised the Commission that the City is not in a position financially at this time to hire a law firm and handed out a status report on the cash on hand as of last Friday.

Further discussion ensued. Upon motion by President Diaz, second by Commissioner Llanio and unanimous 6-0 roll call vote, the City Attorney was authorized to seek outside legal counsel to the effect of taking further actions against the Mayor for violations of the Charter, violations of the Code of Ordinances and violation of directives of this commission both by motions and resolutions. Commissioner Llanio seconded and the motion carried by 6-0 roll call vote. The City Attorney is to prepare a resolution to be presented to the Commission naming the law firm and providing the terms of hire for their approval.

8. ADJOURNMENT.

There being no further business before the City Commission, the meeting was declared adjourned at 10:19 PM and everyone was wished a Happy Thanksgiving.

Marie O. Schmidt, MMC
City Clerk

STAFF ITEMS

Resolution _____

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER URGING THE MAYOR TO DECLARE A FINANCIAL URGENCY UNDER FLORIDA STATUTE § 447.4095, PROVIDING AUTHORIZATION THEREFORE, AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, In June and early July, 2015, the Mayor informed the City Commission of the need to raise the City's millage in order to garner sufficient *ad valorem* revenue to fund the City's substantially increased obligations; and,

WHEREAS, Notwithstanding the foregoing, the City Commission enacted the rollback millage rate rather than an increased millage rate; and,

WHEREAS, The Mayor has informed the City Commission that *ad valorem* revenues shall be insufficient to adequately fund City operations; and,

WHEREAS, The City's dire financial circumstance is partly due to overly generous collective bargaining agreements and the depletion of the City's reserves under previous administrations; and,

WHEREAS, The Mayor has informed the City Commission of his desire to declare a financial urgency under Florida statute § 447.4095 in order to reopen the collective bargaining agreements and thereby help alleviate the City's financial plight; and,

WHEREAS, Given the importance of this matter, the Mayor has stated that he shall not declare a financial urgency without the City Commission's approval and support; and,

WHEREAS, The declaration of financial urgency is imperative to the City's operation;

NOW THEREFORE, be it resolved by the Mayor and the City Commission of the City of Sweetwater:

1. The City Commission hereby expresses its support for the declaration of a financial urgency under Florida statute § 447.4095 and further authorizes and urges the Mayor to declare such financial urgency.

2. This resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its reenactment by the City Commission as provided by the Charter of the City of Sweetwater.

Passed and adopted on _____.

Attest:

Marie O. Schmidt, City Clerk	Orlando Lopez, Mayor

as to form and legal sufficiency

Guillermo Cuadra City Attorney	Jose M. Diaz, Commission President

Jose M. Diaz, President of the City Commission	
Jose Bergouignan, Vice President of the City Commission	
Prisca Barreto, Commissioner	
Manuel Duasso, Commissioner	
Idania Llanio, Commissioner	
Isolina Maroño, Commissioner	
Eduardo M. Suarez, Commissioner	

Memorandum

To: City Commissioners

From: Mayor Orlando Lopez

Re: Resolution Declaring Financial Urgency

Date: March 1, 2016

As you will recall, during the special meeting of February 29, 2016 the Commission discussed the issue of declaring a financial urgency. During this discussion, comments were made by commissioners to the effect that I tend to act unilaterally and without the Commission's approval and also that I did not need the Commission's authorization to declare a financial urgency. The irony of my being chastised for acting unilaterally on a matter where I was seeking Commission input and approval apparently was lost on the speakers. In the end, the Commission took no action on the ground that I could act unilaterally without its approval while continuing to chastise me for acting unilaterally and without its approval.

Notwithstanding the above, I have placed for consideration on Monday evening's meeting a resolution authorizing the declaration of a financial urgency. Although I fully understand I do not need this authorization, please note that in my estimation it is imperative that the City's elected officials act in concert on this matter. In the event the City Commission authorizes the declaration of financial urgency, I shall move swiftly to do so. In the event the City Commission does not authorize the declaration I shall not take any further action on this matter. Let me restate this in order to be clear: Without Commission support and authorization I shall not declare a financial urgency.

The rationale is clear, without Commission approval in advance it is very likely that any unilateral declaration of financial urgency on my part will only be rejected by the Commission in the end.

RESOLUTION NO. 16 –

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE ENGAGEMENT OF GABRIEL ROEDER SMITH & COMPANY ("GRS") TO PREPARE AN ACTUARIAL VALUATION REPORT FOR THE ELECTED OFFICIALS RETIREMENT TRUST FUND, ; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:

Section 1. The Exhibit attached hereto is true and correct and incorporated herein.

Section 2. The City Commission authorizes the Mayor to engage GRS in the preparation of an Actuarial Valuation Report for the Elected Officials Retirement Trust Fund in an amount not to exceed $9,500.00, together with such non-material changes as may be acceptable to the Mayor, and approved as to form by the City Attorney, is hereby approved.

Section 3. The Mayor is hereby authorized to execute the engagement of GRS and expend _____ funds on behalf of the City.

Section 4. **Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of _____, 2016.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GUILLERMO CUADRA, CITY ATTORNEY

VOTE UPON ADOPTION:

JOSE M. DIAZ, COMMISSION PRESIDENT	____
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT	____
PRISCA BARRETO, COMMISSIONER	____
MANUEL DUASSO, COMMISSIONER	____
IDANIA LLANIO, COMMISSIONER	____
ISOLINA MAROÑO, COMMISSIONER	____
EDUARDO M. SUAREZ, COMMISSIONER	____

GRS

Gabriel Roeder Smith & Company
Consultants & Actuaries

One East Broward Blvd.
Suite 505
Ft. Lauderdale, FL 33301-1804

954.527.1616 phone
954.525.0083 fax
www.gabrielroeder.com

January 8, 2016

Mr. Ricardo J. Mendez
Director of Finance
City of Sweetwater
500 S. W. 109th Avenue
Sweetwater, FL 33174

Dear Mr. Mendez:

GRS will prepare an updated actuarial valuation report as of September 30, 2015 for the Elected Officials Retirement Trust for a fee of $9,500. Our report will be completed within five to six weeks after we receive from you the information listed below. Our report will determine the updated required City contributions to the Trust and will include the required disclosures and pension expense calculations under GASB 67 and 68.

Here is the information we need:

1. Investment account statements, draft statements of fiduciary fund net assets, changes in fiduciary net assets, and breakdowns of revenues and expenses for the Elected Officials' Retirement Trust for the fiscal years ending 9/30/2013, 9/30/2014 and 9/30/2015.
2. For each person receiving a benefit from the Trust as of 9/30/2015: name, gender, date of birth, date of retirement, monthly pension benefit, form of benefit (such as joint and survivor, single life annuity, etc.), and beneficiary information if applicable (beneficiary name, gender, and date of birth).
3. For each former elected official who will be eligible for a benefit that has not started yet: same items as #2 plus the date when the vested benefit will begin.
4. For each elected official serving in office as of 9/30/2015: name, gender, date of birth, date on which term of office began, date on which current term ends, pensionable compensation received during the years ending 9/30/2013, 9/30/2014 and 9/30/2015.
5. If the Trust is required to pay the health insurance premium for retired elected officials: the expected amount of premiums that will apply to elected officials this year.

Please let us know if you have any questions.

Sincerely yours,

Peter N. Strong

Peter N. Strong, FSA
Senior Consultant & Actuary

PS/ta

RESOLUTION NO. 16 –

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE GRANT AWARD AGREEMENT RELATING TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT 2016 JUSTICE ASISTANCE GRANT – DIRECT; AUTHORIZING THE MAYOR TO RECEIVE AND EXPEND FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the City commission wishes to follow through with the Mayor's recommendation to purchase bullet proof vest carrier for police officers from grant proceeds;

BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:

Section 1. The memorandum and Agreement attached hereto are incorporated herein.

Section 2. The City Commission authorizes the Mayor to execute grant award agreements with the Florida Department of Law Enforcement for the 2016 Justice Assistance Grant - Direct; and further authorizes the Mayor to receive and spend related grant funds in the amount of $4331.00.

Section 3. Effective Date. This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of _____, 2016.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GUILLERMO CUADRA, CITY ATTORNEY

VOTE UPON ADOPTION:

JOSE M. DIAZ, COMMISSION PRESIDENT	____
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT	____
PRISCA BARRETO, COMMISSIONER	____
MANUEL DUASSO, COMMISSIONER	____
IDANIA LLANIO, COMMISSIONER	____
ISOLINA MAROÑO, COMMISSIONER	____
EDUARDO M. SUAREZ, COMMISSIONER	____

Mayor Orlando Lopez

MEMORANDUM

Date: 1/27/2016

To: Commission President and Members of
The City Commission

From: Mayor Orlando Lopez

Re: 2016 FDLE Justice Assistance Grant - Direct

DESCRIPTION OF ITEM

This resolution is to enter into agreement with the Florida Department of Law Enforcement (FDLE) for acceptance of the 2016 Justice Assistance Grant - Direct. The award will enable the Police Department to establish an "Officer Safety & Vest Improvements Completion Project" to purchase 62 vests for the remaining Police Officers, who were not covered by the JAG Countywide Grant, with bullet proof vest carriers.

BACKGROUND

FDLE has allocated a 2016 award for the City for the purpose of equipment improvements. The increasing complexity, stiffness and warmth of modern armor have made it an uncomfortable burden police officers must bear. Armor has traditionally been worn undercover, hidden by the uniform shirt and over a cotton or wicking t-shirt, and is never removed during a shift. In the southern states, and south Florida where weather is particularly volatile and hot, the temperature makes it increasingly uncomfortable to wear. Many times, officers do not wear their bullet proof vests until they receive what is considered a hot or dangerous call for service. This has become an officer safety issue. These bullet proof vest carriers appear to be regular blue uniform shirts, but actually carry a bullet proof vest inside. These vests provide officers the needed comfort and versatility to conveniently use vests and stay protected in all forms of weather, and at all times.

FISCAL IMPACT

$4,321.00 is the award amount.

RECOMMENDATION

It is recommended the Commission approve the item to enter into agreement as the program will work to enhance the safety of our Police Officers.

J. David Borrero, Grants Administrator
Department / Section Director

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Subgrant Recipient

Organization Name: City of Sweetwater
County: Dade

Chief Official

Name: Orlando Lopez
Title: Mayor
Address: 500 Southwest 109th Avenue
City: Sweetwater
State: FL **Zip:** 33174-1336
Phone: 305-221-0411 **Ext:**
Fax:
Email: olopez@cityofsweetwater.fl.gov

Chief Financial Officer

Name: Ricardo Mendez
Title: Finance Director
Address: 500 Southwest 109th Avenue
City: Sweetwater
State: FL **Zip:** 33174-1336
Phone: 305-485-4533 **Ext:**
Fax: 305-220-3474
Email: RJMendez@cityofsweetwater.fl.gov

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 1: Administration

Implementing Agency

Organization Name: City of Sweetwater Police Department
County: Dade

Chief Official

Name: Placido Diaz
Title: Chief
Address: 500 Southwest 109th Avenue
City: Sweetwater
State: FL **Zip:** 33174-1336
Phone: 305-221-0411 **Ext:**
Fax:
Email: PDiaz@cityofsweetwater.fl.gov

Project Director

Name: David Borrero
Title: Grants Manager
Address: 500 Southwest 109th Avenue
City: Miami
State: FL **Zip:** 33174-1336
Phone: 786-210-3240 **Ext:**
Fax:
Email: jdborrero@cityofsweetwater.fl.gov

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Section 2: Project Overview

General Project Information

Project Title:	OFFICER SAFETY AND VEST IMPROVEMENTS COMPLETION PROJECT
Subgrant Recipient:	City of Sweetwater
Implementing Agency:	City of Sweetwater Police Department
Project Start Date:	2/1/2016 **End Date:** 6/30/2016

Problem Identification

The increasing complexity, stiffness, and warmth of modern armor have made it an uncomfortable burden law enforcement officers must bear. Armor has traditionally been worn undercover, hidden by the uniform shirt and over a cotton or wicking t-shirt, and is never removed during a shift. In the southern states, and South Florida where weather is particularly volatile and hot, the temperature makes it increasingly uncomfortable to wear. Many times, law enforcement officers do not wear their bullet proof vests until they receive what is considered a hot or dangerous call for service. This has also become an officer safety issue. The City currently has 97 officers (including full-time, part-time and reserve) that will utilize and benefit from these vest carriers. However, the only funds committed to this acquisition are the 2016 JAGC grant which funds only about 47 of the officers. This leaves about 50 officers left without the benefit of the equipment.

Project Summary (Scope of Work)

By wearing the bullet proof vest carriers, it gives the officer the protection needed to fight crime while wearing proactive lifesaving equipment. The vest carrier appears to be a regular blue uniform shirt when in reality it carries a bullet proof vest. These vests provide officers the needed versatility to conveniently use vests and stay protected in all forms of weather, at all times. Moreover, The development of the external vest carrier has greatly enhanced the comfort and utility of body armor. Carriers fitted with pockets also enable officers to mount various types of gear on the carriers, enabling them to easily and conveniently carry tools to each job. This means carriers can help to make officers more efficient.

Funds will be used to acquire approximately 62 vest carriers for the remaining city's officers that could not receive them due to a lack of funding. Approximately 50 vests will be assigned to these officers, and the remaining vests will be saved for new officers that come in. These deliverables will be supported and tracked by invoices and cancelled checks that show the purchase details. Moreover, the City has a financial software that will track these expenditures and record all purchase details (invoice, amount vendor, date etc.). Warranties and shipping charges will not be included.

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Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 0

Question: What is the name of the jurisdiction your agency serves? (i.e., your city or your county)

Answer: City of Sweetwater

Question: What is the combined population of the jurisdiction(s) your agency serves, according to the 2010 census?

Answer: 13499

Question: What is the physical address of the location being used to provide services for this project? If services are being provided at more than one location, list all of them.

Answer: 500 SW 109the Avenue Sweetwater, FL 33174

Question: Describe your agency (e.g., municipal government, school board, sheriff's office).

Answer: Municipal Goverment

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov? (If no, funds will not be available for drawdown.)

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee? (Verify this with your finance director.) If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: 1,000.00

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) $25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

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Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions (Required)

Objectives and Measures

Objective: General Questions - Required questions for all recipients.

Measure: General 01
Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02
Will your organization be using the National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03
Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04
Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05
Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

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Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: No. The City of Sweetwater has many law enforcement resources; however, JAG funds are the only resources set aside for the acquisition of the bullet proof vest carriers.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: N/A

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: N/A

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: Police Explorer Program

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

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Section 3: Performance

Goal: Acquisition of bullet proof vest carriers for officers, Increased officer safety.

Measure: General 12
Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes. Reports will be submitted on a quarterly basis.

Measure: General 13
Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: N/A

Measure: General 14
Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes. The City of Sweetwater will report on noteworthy accomplishments, success stories and program results.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for recipients funding Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 01
Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes. The city will submit expenditure reports with itemized accounting of all items purchased.

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Section 4: Financial

General Financial Info:

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

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596002299

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00
Expenses	$4,321.00	$0.00	$4,321.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$4,321.00**	**$0.00**	**$4,321.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

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

Section 4: Financial (cont.)

Budget Narrative:

Expenses:

Approximately 62 Vest carriers X $70 per Vest carrier = $4,340

Total Budget = $4,340

The City will be responsible to cover any cost overruns not covered by FDLE funding.

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Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase? (Documentation will be required.)

Answer: N/A

Question: If fringe benefits are included, are they detailed in the budget narrative?

Answer: N/A

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: Solicitation of quotes from several vendors in accordance with city procurement policies.

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Section 5: Standard Conditions

Insert Standard Conditions Page here.

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Section 6: Signatures

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

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

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

Signature: _____

Typed Name and Title: _____

Date: _____

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

Typed Name of Subgrant Recipient: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Application for Funding Assistance

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Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

Upon approval of the application, or subaward, the following terms and conditions will become binding. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting eligible activities were completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide), http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf, the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance, 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": www.flrules.org/

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. § 200) Subpart A Definitions, Subparts B-D Administrative Requirements, Subpart E Cost Principles, Subpart F Audit Requirements and all applicable Appendices. This guidance supersedes previous OMB Circulars and Standard Conditions and is applicable to any new subawards made under Federal grants awarded on or after December 26, 2014.
http://www.ecfr.gov/cgi-bin/text-idx?SID=62764122c780e5d1d2134127afadc30d&node=2:1.1.2.2.1&rgn=div5

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. § 175.15(b), "Award Term for Trafficking in Persons"
28 C.F.R. § 38, "Equal Treatment for Faith-Based Organizations"
28 C.F.R. § 66, "U.S. Department of Justice Common Rule for State And Local Governments"(Common Rule)
28 C.F.R. § 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

Public Law
Pub. L. No. 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:
http://www.gpo.gov/fdsys/pkg/PLAW-109publ162/pdf/PLAW-109publ162.pdf

United States Code: www.gpo.gov/fdsys/
42 U.S.C. §§ 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf

State of Florida Statutes
§ 215.971, "Agreements funded with federal or state assistance"
§ 215.985, "Transparency in government spending"

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also §§ 200.12, "Capital assets"; 200.20, "Computing devices"; 200.48, "General purpose equipment"; 200.58, "Information technology systems; 200.89, "Special purpose equipment"; and 200.94, "Supplies."

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. §§ 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. § 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements and; Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1,"Definitions". It is $3,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward/Subgrant means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in 2 C.F.R. § 200.33, "Equipment". A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§ 200.20, "Computing devices" and 200.33, "Equipment".

SECTION I: TERMS AND CONDITIONS

The subrecipient agrees to be bound by the following standard conditions:

1.0 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 subrecipients for incurred costs is subject to available federal funds.

2.0 System for Award Management (SAM) - The subrecipient must maintain current information in SAM until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subrecipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

3.0 Commencement of Project - 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.

3.1 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.

3.2 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 subaward 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.

4.0 Supplanting - The subrecipient 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.

5.0 **Personnel Changes** - Upon implementation of the project, in the event there is a change in Chief Officials for the Subrecipient or Implementing Agency or any contact information to include mailing address, phone number, email or title change, project staff must notify the SIMON help desk to update the organizational information in SIMON. Project director changes require a grant adjustment in SIMON.

6.0 **Non-Procurement, Debarment and Suspension** - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify that 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.

7.0 **Federal Restrictions on Lobbying -** Each subrecipient agrees to comply with 28 C.F.R. § 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 subrecipient for award of federal contract, grant, or cooperative agreement.

8.0 **State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

9.0 **Additional Restrictions on Lobbying** - The subrecipient 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.

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

11.0 **The Coastal Barrier Resources Act** - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (Pub..L. No. 97-348) dated October 19, 1982 (16 U.S.C. §§ 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

12.0 **Enhancement of Security** - If funds are used for enhancing security, the subrecipient agrees to:

12.1 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.

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

13.0 **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.

13.1 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.

13.2 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 record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

13.2.1 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.

13.2.2 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.

14.0 **Privacy Certification** - The subrecipient agrees to comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, section 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

15.0 **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.

16.0 **Insurance for Real Property and Equipment -** The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 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 subrecipients, implementing agencies, and contractors 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 C.F.R. § 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

2.0 FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment. The subrecipient must notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services or benefits or in employment practices.

3.0 Subrecipients are responsible for ensuring that contractors and agencies to whom they pass through funds are in compliance with all Civil Rights requirements and that those contractors and agencies are aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the Office for Civil Rights (OCR), and how to do so.

4.0 **Equal Employment Opportunity Plans**

4.1 A subrecipient or implementing agency must develop an EEO Plan if it has 50 or more employees and has received any single award of $25,000 or more from the Department of Justice. The plan must be prepared using the online short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be

retained by the subrecipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.

4.2 If the subrecipient 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.

4.3 A subrecipient 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.

4.4 The subrecipient 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.

5.0 In the event a federal or state court or 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 FDLE and to the Office for Civil Rights, Office of Justice Programs.

6.0 In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

7.0 Subrecipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.

8.0 If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

9.0 The subrecipient must have procedures in place for responding to discrimination complaints that employees, clients, customers, and program participants file directly with the subrecipient.

10.0 The subrecipient must have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient/implementing agency with FDLE or the OCR.

11.0 Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

12.0 **Americans with Disabilities Act** - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA) (Pub. L. No. 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).

13.0 **Rehabilitation Act of 1973 (28 C.F.R. § 42(G)) -** If the subrecipient has 50 or more employees and receives DOJ funding of $25,000 or more, the subrecipient must take the following actions:

13.1 Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. § 42(G), which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.

13.2 Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. § 42(G).

13.3 Notify participants, beneficiaries, employees, applicants, and others that the subrecipient/implementing agency does not discriminate on the basis of disability.

14.0 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 www.lep.gov. FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.

15.0 Title IX of the Education Amendments of 1972 (28 C.F.R. § 54) - If the subrecipient operates an education program or activity, the subrecipient must take the following actions:

15.1 Adopt grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. § 54, which prohibit discrimination on the basis of sex.

15.2 Designate a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. § 54.

15.3 Notify applicants for admission and employment, employees, students, parents, and others that the subrecipient/implementing agency does not discriminate on the basis of sex in its educational programs or activities.

16.0 Equal Treatment for Faith Based Organizations - The subrecipient agrees to comply with the applicable requirements of 28 C.F.R. § 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 recipient or a subrecipient 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. The subrecipient also understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from the award, or the parent or legal guardian of such students. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See www.ojp.gov/about/ocr/equal_fbo.htm.

17.0 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. § 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 subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 Fiscal Control and Fund Accounting Procedures

1.1 All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Uniform Grant Guidance (2 C.F.R § 200) as applicable, in their entirety.

1.2 Subrecipients must have written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319 Competition.

1.3 The subrecipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subrecipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and

expenditure of grant funds. An adequate accounting system for a subrecipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

1.4 All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.

1.5 All funds not spent in accordance with this agreement shall be subject to repayment by the subrecipient.

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subaward period of performance.

2.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

3.0 Trust Funds

3.1 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.

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

4.0 Performance

4.1 Subaward Performance - The subrecipient must comply with state and federal requirements for subaward performance under 2 C.F.R. §§ 200.76 and 200.77. The subaward shall describe the timing and scope of expected performance as related to the outcomes intended to be achieved by the program. Where appropriate, the subaward should provide specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or services performed or public impacts of any of these) with an expected timeline for accomplishment. Submitted programmatic reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. These requirements should be aligned with agency strategic goals, strategic objectives, or performance goals that are relevant to the program.

4.2 Performance of Agreement Provisions - In the event of default; non-compliance; or violation of any provision of this agreement by the subrecipient, the subrecipient'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 subrecipient of its decision thirty (30) days in advance of the effective date of such sanction. The subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as: scope modifications or changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

5.1 Subrecipients 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.

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

5.3 Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

5.4 All requests for changes must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 **Required Reports -** All reports must relate financial data to performance accomplishments. Subrecipients must submit both reports on the same reporting cycle.

6.1 Financial Expenditure Reports

6.1.2 The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

6.1.3 All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

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

6.1.5 Before the "final" Project Expenditure Report will be processed, the subrecipient 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.

6.1.6 Reports are to be submitted even when no reimbursement is being requested.

6.1.7 The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.

6.2 Project Performance Reports

6.2.1 Reporting Time Frames: The subrecipient shall submit Monthly or Quarterly Project Performance Reports in SIMON, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the sub award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

6.2.2 Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in Section IV 4.2, Performance of Agreement Provisions.

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

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

6.3 **Project Generated Income (PGI) -** All income generated as a direct result of a subgrant project shall be deemed program income. Program income must be accounted for and reported in SIMON in accordance with the OJP Financial Guide (Section 3.4).

6.3.1 **Required Reports** - the subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter. If any PGI

remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

6.3.2 PGI Earnings and Expenditure reports must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.

6.3.3 **PGI Expenditure -** Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

6.4 **Other Reports -** The subrecipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

SECTION V: MONITORING AND AUDITS

1.0 **Access to Records -** The Florida 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 subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.

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

The subrecipient 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.

2.0 **Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award and verify expenditures in accordance with § 215.971, Fla. Stat. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 **Property Management -** The subrecipient 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 2 C.F.R. § 200, as applicable. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

3.1 **Property Use -** The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage, and dispose of equipment acquired under a Federal award in accordance with § 274, Fla. Stat. and 2 C.F.R. § 200.313, "Equipment".

4.0 **Subaward Closeout -** A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

4.1 The Financial Closeout Audit must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.

5.0 High Risk Subrecipients - The subrecipient agrees to comply with any additional requirements that may be imposed during the grant performance period if FDLE's pre-award risk assessment or the U.S. Department of Justice determines the subrecipient is a high-risk grantee. Cf. 28 C.F.R. §§ 66, 70.

6.0 Reporting, Data Collection and Evaluation - The subrecipient 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 FDLE.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf http://dos.myflorida.com/media/693578/gs02.pdf

8.0 Disputes and Appeals - 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 subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient 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 subrecipient'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.

9.0 Single Annual Audit

9.1 Subrecipients that expend $750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with 2 C.F.R. § 200(F) Audit Requirements 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 funds disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of Florida Statutes 11.45, "Definitions; duties; authorities; reports; rules."; 215.97, "Florida Single Audit Act"; 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."

9.2 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, including audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.

9.3 Audits shall be completed by an Independent Public Accountant (IPA) and according to Generally Accepted Government Auditing Standards (GAGAS). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant. Subrecipients shall procure audit services according to § 200.509, and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.

9.4 The subrecipient shall promptly follow-up and take appropriate corrective action for any findings on the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of prior audit findings and a corrective action plan. Subrecipient follow-up to audit findings must abide by requirements in 2 C.F.R. § 200.511.

9.5 Auditees must make copies available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. Records shall be made available upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

9.6 Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the audit requirements of 2 C.F.R. § 200(F) 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 subrecipient is exempt. This notice shall be provided to the Department no later than June 30 following the end of the fiscal year.

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

9.8 The Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed as a result of this requirement must be completed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to Part 200 on the specified Data Collection Form (Form SF-SAC), and be signed by a senior level representative or chief official of the auditee. If the subrecipient opts not to authorize the Federal Audit Clearinghouse to make the reporting package publically available, the single audit report must be submitted directly to the Department. A scanned copy of the completed audit reports or a link to the electronic audit report should be sent via email to criminaljustice@fdle.state.fl.us or mailed to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures -** Subrecipients must use documented procurement procedures which reflect applicable state, local, and tribal laws and regulations, provided that the procurement standards conform to applicable Federal law (2 C.F.R. §§ 200.317-200.326).

2.0 **Federal Procedures -** All procedures employed in the use of federal funds for any procurement shall also be according to 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 2 C.F.R. § 200.318, "General procurement standards", and Florida law to be eligible for reimbursement.

3.0 **Cost Analysis -** A cost analysis must be performed by the subrecipient if the cost or price is above the simplified acquisition threshold of $150,000. Costs or prices based on estimated costs for contracts are allowable only if allowable under 2 C.F.R. § 200.405(e),"Cost Principles".

4.0 **Allowable Costs -** Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; and 2 C.F.R. § 200.405(e), "Cost Principles".

4.1 All procedures employed in the use of federal funds for any procurement shall be according to 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 2 C.F.R. § 200.420, "Considerations for selected items of cost"; and Florida law to be eligible for reimbursement.

4.2 Subrecipients eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise FDLE Office of Criminal Justice Grants in writing of both its eligibility and election, and must comply with all associated requirements in the OMB Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

5.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency or the Department, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also Subpart D—Post Federal Award Requirements, 2 C.F.R. §§ 200.300, "Statutory and national policy requirements", through 200.309, "Period of performance."

5.1 **Prohibited Expenditure List -** Subaward funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition. https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf

5.2 **Controlled Purchase List** - Requests for acquisition of items on the Controlled Purchase List must receive explicit prior written approval from FDLE and BJA. If award funds are approved and used for the purchase or acquisition of any item on the Controlled Purchase List, the subrecipient must collect and retain certain information about the use of 1) the federally grant funded controlled equipment and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to FDLE and BJA upon request. No equipment on the Controlled Expenditure list that is purchased or acquired under this award may be transferred or sold to a third party without the prior approval and guidance from FDLE and BJA. Failure to comply with conditions related to Prohibited or Controlled Expenditures may result in prohibition from further Controlled Expenditure approval under this or other awards. https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf

6.0 **Review prior to Procurement -** Subrecipients are encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods/services. Subrecipients are also encouraged to use excess and surplus property in lieu of purchasing new equipment and property when this is feasible.

7.0 **Sole Source -** If the project requires a purchase of services or equipment from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form. If the subrecipient is a state agency and the cost is at least $150,000, then the agency must submit a copy of the approval from the Department of Management Services (287.057(5) Fla. Stat.). Sole Source form must be signed by the subgrant recipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

8.0 **Unmanned Aerial Vehicles** - The recipient agrees that awarded funds may not be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any funding approved for this purpose would be subject to additional reporting, which would be stipulated by FDLE post award.

9.0 **Personal Services –** Subrecipients may use grant funds for eligible personal services (salaries/benefits and overtime) and must maintain internal controls over salaries and wages. The following requirements apply to personal services paid with subgrant funds:

9.1 **Timesheets -** Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent on project activities.

9.2 **Additional Documentation -** In accordance with Florida Statute § 215.971, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project-related activities in accordance with the contract agreement.

9.3 **Protected personally identifiable information -** The subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the pass-through entity designates as sensitive or the subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

9.4 **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.

9.5 **Employees Working Solely on a Single Federal Award -** For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both

the employee and the employee's direct supervisor having firsthand knowledge of the work performed by the employee. The forms must be submitted semi-annually and may not be signed prior to the end of the reporting period. Certifications must be provided to cover the entire grant period

9.6 **Maximum Allowable Salary -** No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subrecipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at http://www.opm.gov/oca/payrates/index.asp.) A subrecipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

10.0 **Contractual Services -** The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in §200.318 General procurement.

10.1 **Requirements for Contractors of Subrecipients** - The subrecipient assures 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 (42 U.S.C. § 3711, et seq. at www.gpo.gov/fdsys/); the provisions of the current edition of the Office of Justice Programs Financial Guide (http://ojp.gov/financialguide/DOJ/index.htm); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

10.2 **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 $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. 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 subrecipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

11.0 **Travel and Training -** The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, Fla. Stat. Any foreign travel must obtain prior written approval.

11.1 **BJA or FDLE Sponsored Events -** The subrecipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

11.2 **Expenses Related to Conferences, Meetings, Trainings, and Other Events -** The subrecipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at http://ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm

11.3 **Training and Training Materials** – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm

12.0 **Publications, Media and Patents**

12.1 **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, and 2 C.F.R. § 200.315 "Intangible Property," as applicable.

12.2 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:

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

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

12.3 Publication or Printing of Reports - The subrecipient 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. The subrecipient understands and agrees that any training materials developed or delivered with grant funding must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

All materials publicizing or resulting from award activities shall contain the following statements identifying the federal award:

"This project was supported by Award No._____ 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 authors and do not necessarily reflect the views of the Department of Justice".

12.4 Patents - If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

12.4.1 Unless there is a prior agreement between the subrecipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.

12.4.2 The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839).

12.4.3 Government regulations have been issued in 37 C.F.R. § 401 by the U.S. Department of Commerce.

13.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of grant application. This certificate certifies the Project Director has read, understands, and agrees to abide by the provision in Section 3.12 of the Office of Justice Programs Financial Guide. This form must be submitted upon application if applicable. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

14.0 Task Force Training Requirement - The subrecipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel

roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

15.0 Information Technology Projects

15.1 Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 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. § 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. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

15.2 State Information Technology Point of Contact - The subrecipient 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 subrecipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046

15.3 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 subrecipient 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.

15.4 ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) Equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application, if applicable. ADP justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

16.0 Interoperable Communications Guidance

16.1 Subrecipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

16.2 Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award

funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

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

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Ballistic Resistant and Stab Resistant Body Armor

1.1 Mandatory Wear Policy - Subrecipients that wish to purchase armor with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf.

1.2 BVP Program - JAG funds may be used to purchase armor for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

1.3 NIJ Compliance - Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). In addition, body armor purchased must be American-made. The latest NIJ standard information can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

2.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient 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.

3.0 National Environmental Policy Act (NEPA)

3.1 The subrecipient 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 subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

3.1.1 New construction

3.1.2 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; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3.1.3 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

3.1.4 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.

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

3.2 The subrecipient 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 subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.3 For any of a subrecipient's existing programs or activities that will be funded by these subawards, the subrecipient, 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 the Department of Justice of a national or program environmental assessment of that funded program or activity.

4.0 Methamphetamine Plans: Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories - If an award is made to support methamphetamine laboratory operations the subrecipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

4.1 General Requirement: The subrecipient 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. The subrecipient also agrees to complete a Methamphetamine Mitigation Plan (MMP) that includes the nine protective measures or components required by BJA and submit the plan to FDLE's Office of Criminal Justice Grants.

4.2 Specific Requirements: The subrecipient 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 subrecipient 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 subaward. In so doing, the subrecipient 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.

4.2.1 Provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories;

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

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

4.2.4 Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;

4.2.5 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;

4.2.6 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;

4.2.7 Monitor the transport, disposal, and recycling components of subparagraphs 4.4.5 and 4.4.6 immediately above in order to ensure proper compliance;

4.2.8 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 1) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and 2) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing federal and state requirements; and

4.2.9 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 1) respond to the potential health needs of any minor at the site; 2) 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; 3) ensure immediate medical testing for methamphetamine toxicity; and 4) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity

5.0 National Historic Preservation Act – The Act 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).

6.0 Human Research Subjects - Subrecipient agrees to comply with the requirements of 28 C.F.R. § 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.

7.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

8.0 Disclosures

8.1 Conflict of Interest - The subrecipient 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. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

8.2 Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

9.0 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 governs the treatment of persons displaced as a result of federal and federally-assisted programs.

10.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient 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.

11.0 Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct - The subrecipient must promptly refer to DOJ Office of Inspector General (OIG) and the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

12.0 Restrictions and certifications regarding non-disclosure agreements and related matters - Subrecipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

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

14.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and § 316.305, Fla. Stat.., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

15.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf. In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

16.0 Environmental Requirements and Energy - For subawards in excess of $100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. §§ 1857(h)), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 15). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

17.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

RESOLUTION NO. 16 –

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE GRANT AWARD AGREEMENT RELATING TO THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT 2016 JUSTICE ASISTANCE GRANT – COUNTYWIDE; AUTHORIZING THE MAYOR TO RECEIVE AND EXPEND FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the City commission wishes to follow through with the Mayor's recommendation to purchase bullet proof vest carrier for police officers from grant proceeds;

BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:

Section 1. The memorandum and Agreement attached hereto are incorporated herein.

Section 2. The City Commission authorizes the Mayor to execute grant award agreements with the Florida Department of Law Enforcement for the 2016 Justice Assistance Grant – Countywide; and further authorizes the Mayor to receive and spend related grant funds in the amount of $3,302.00.

Section 3. Effective Date. This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of _____, 2016.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GUILLERMO CUADRA, CITY ATTORNEY

VOTE UPON ADOPTION:

JOSE M. DIAZ, COMMISSION PRESIDENT	____
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT	____
PRISCA BARRETO, COMMISSIONER	____
MANUEL DUASSO, COMMISSIONER	____
IDANIA LLANIO, COMMISSIONER	____
ISOLINA MAROÑO, COMMISSIONER	____
EDUARDO M. SUAREZ, COMMISSIONER	____

Mayor Orlando Lopez

MEMORANDUM

Date: 1/27/2016

To: Commission President and Members of
The City Commission

From: Mayor Orlando Lopez

Re: 2016 FDLE Justice Assistance Grant – Countywide

DESCRIPTION OF ITEM

This resolution is to enter into agreement with the Florida Department of Law Enforcement (FDLE) for acceptance of the 2016 Justice Assistance Grant – Countywide. The award will enable the Police Department to establish an "Officer Safety & Vest Improvements Project" to equip 48 Police Officers with bullet proof vest carriers.

BACKGROUND

FDLE has allocated a 2016 award for the City for the purpose of equipment improvements. The increasing complexity, stiffness and warmth of modern armor have made it an uncomfortable burden police officers must bear. Armor has traditionally been worn undercover, hidden by the uniform shirt and over a cotton or wicking t-shirt, and is never removed during a shift. In the southern states, and south Florida where weather is particularly volatile and hot, the temperature makes it increasingly uncomfortable to wear. Many times, officers do not wear their bullet proof vests until they receive what is considered a hot or dangerous call for service. This has become an officer safety issue. These bullet proof vest carriers appear to be regular blue uniform shirts, but actually carry a bullet proof vest inside. These vests provide officers the needed comfort and versatility to conveniently use vests and stay protected in all forms of weather, and at all times.

FISCAL IMPACT

$3,302.00 is the award amount.

RECOMMENDATION

It is recommended the Commission approve the item to enter into agreement as the program will work to enhance the safety of our Police Officers.

J. David Borrero, Grants Administrator
Department / Section Director

Application for Funding Assistance

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

Section 1: Administration

Subgrant Recipient

Organization Name: City of Sweetwater
County: Dade

Chief Official

Name: Orlando Lopez
Title: Mayor
Address: 500 Southwest 109th Avenue
City: Sweetwater
State: FL **Zip:** 33174-1336
Phone: 305-221-0411 **Ext:**
Fax:
Email: olopez@cityofsweetwater.fl.gov

Chief Financial Officer

Name: Ricardo Mendez
Title: Finance Director
Address: 500 Southwest 109th Avenue
City: Sweetwater
State: FL **Zip:** 33174-1336
Phone: 305-485-4533 **Ext:**
Fax: 305-220-3474
Email: RJMendez@cityofsweetwater.fl.gov

Application for Funding Assistance

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

Section 1: Administration

Implementing Agency

Organization Name: City of Sweetwater Police Department
County: Dade

Chief Official

Name: Placido Diaz
Title: Chief
Address: 500 Southwest 109th Avenue
City: Sweetwater
State: FL **Zip:** 33174-1336
Phone: 305-221-0411 **Ext:**
Fax:
Email: PDiaz@cityofsweetwater.fl.gov

Project Director

Name: David Borrero
Title: Grants Manager
Address: 500 Southwest 109th Avenue
City: Miami
State: FL **Zip:** 33174-1336
Phone: 786-210-3240 **Ext:**
Fax:
Email: jdborrero@cityofsweetwater.fl.gov

Application for Funding Assistance

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

Section 2: Project Overview

General Project Information

Project Title: OFFICER SAFETY AND VEST IMPROVEMENTS PROJECT
Subgrant Recipient: City of Sweetwater
Implementing Agency: City of Sweetwater Police Department
Project Start Date: 1/1/2016 **End Date:** 9/30/2016

Problem Identification

The increasing complexity, stiffness, and warmth of modern armor have made it an uncomfortable burden law enforcement officers must bear. Armor has traditionally been worn undercover, hidden by the uniform shirt and over a cotton or wicking t-shirt, and is never removed during a shift. In the southern states, and South Florida where weather is particularly volatile and hot, the temperature makes it increasingly uncomfortable to wear. Many times, law enforcement officers do not wear their bullet proof vests until they receive what is considered a hot or dangerous call for service. This has also become an officer safety issue.

Project Summary (Scope of Work)

By wearing the bullet proof vest carriers, it gives the officer the protection needed to fight crime while wearing proactive lifesaving equipment. The vest carrier appears to be a regular blue uniform shirt when in reality it carries a bullet proof vest. These vests provide officers the needed versatility to conveniently use vests and stay protected in all forms of weather, at all times. Moreover, The development of the external vest carrier has greatly enhanced the comfort and utility of body armor. Carriers fitted with pockets also enable officers to mount various types of gear on the carriers, enabling them to easily and conveniently carry tools to each job. This means carriers can help to make officers more efficient. Funds will be used to acquire approximately 48 vest carriers for the city's officers. These deliverables will be supported and tracked by invoices and cancelled checks that show the purchase details. Moreover, the City has a financial software that will track these expenditures and record all purchase details (invoice, amounts, vendor, date etc.). Warranties and shipping charges will not be included.

Application for Funding Assistance

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

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?
Answer: 0

Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of Miami, Orange County, State of Florida)
Answer: City of Sweetwater

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the most recent census)?
Answer: 13499

Question: What is the address of the location being used to provide services for this project?

Answer: 500 SW 109th Avenue Sweetwater, FL 33174

Question: Describe your agency. (e.g., non-profit, community based, government)

Answer: Municipal government

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov?
Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee?
If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.
Answer: 1,000.00

Question: Does the subgrantee receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?
Answer: No

Question: Does the implementing agency receive a single grant in the amount of $750,000 or more from the U.S. Department of Justice?
Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) $25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: No

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Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Federal Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: No

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: No

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: No

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: No

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: No

Measure: General 06

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Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: No

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: No. The City of Sweetwater has many law enforcement resources; however, JAG funds are the only resources set aside for the acquisition of the bullet proof vest carriers.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: N/A

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: N/A

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: Police Explorer Program

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

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Section 3: Performance

Goal: Acquisition of bullet proof vest carriers for officers, Increased officer safety.

Measure: General 12
Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes. Reports will be submitted on a quarterly basis.

Measure: General 13
Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: N/A

Measure: General 14
Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes. The City of Sweetwater will report on noteworthy accomplishments, success stories and program results.

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Objectives and Measures

Objective: Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 1
Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes. The city will submit expenditure reports with itemized accounting of all items purchased.

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Florida Department of Law Enforcement
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Section 4: Financial

General Financial Info:

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

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596002299

Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00	$0.00
Expenses	$3,302.00	$0.00	$3,302.00
Operating Capital Outlay	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
-- Totals --	**$3,302.00**	**$0.00**	**$3,302.00**
Percentage	**100.0**	**0.0**	**100.0**

Project Generated Income:

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

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Section 4: Financial (cont.)

Budget Narrative:

Expenses:

Approximately 48 Vest carrier X $70 per Vest carrier = $3,360

Total Budget = $3,360

The City will be responsible to cover any cost overruns not covered by FDLE funding.

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Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: Solicitation of quotes from several vendors in accordance with city procurement policies.

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

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Section 5: Standard Conditions

Insert Standard Conditions Page here.

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Section 6: Signatures

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

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

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

Signature: _____

Typed Name and Title: _____

Date: _____

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

Typed Name of Subgrant Recipient: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Implementing Agency
Official, Administrator or Designated Representative

Typed Name of Implementing Agency: _____

Signature: _____

Typed Name and Title: _____

Date: _____

Application for Funding Assistance

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

Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

STANDARD CONDITIONS

The State of Florida, Department of Law Enforcement (FDLE) is a recipient of federal JAG funds. FDLE, as the non-federal pass-through entity and State Administering Agency (SAA) for this program, subawards JAG funds to eligible units of government. All subawards made by FDLE to units of government under this program require compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

Upon approval of the application, or subaward, the following terms and conditions will become binding. As a unit of government, the subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. For JAG-Countywide subawards, the designated County Coordinator for local units of government will submit documentation in accordance with Florida Administrative Code 11D-9 supporting the strategic planning for allocation of these funds. The subrecipient agrees to submit required programmatic and financial reports supporting eligible activities were completed in accordance with the grant and program requirements.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All subrecipients must comply with requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide), http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf, the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance, 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": www.flrules.org/

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. § 200) Subpart A Definitions, Subparts B-D Administrative Requirements, Subpart E Cost Principles, Subpart F Audit Requirements and all applicable Appendices. This guidance supersedes previous OMB Circulars and Standard Conditions and is applicable to any new subawards made under Federal grants awarded on or after December 26, 2014.
http://www.ecfr.gov/cgi-bin/text-idx?SID=62764122c780e5d1d2134127afadc30d&node=2:1.1.2.2.1&rgn=div5

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. § 175.15(b), "Award Term for Trafficking in Persons"
28 C.F.R. § 38, "Equal Treatment for Faith-Based Organizations"
28 C.F.R. § 66, "U.S. Department of Justice Common Rule for State And Local Governments"(Common Rule)
28 C.F.R. § 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

Public Law
Pub. L. No. 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program:
http://www.gpo.gov/fdsys/pkg/PLAW-109publ162/pdf/PLAW-109publ162.pdf

United States Code: www.gpo.gov/fdsys/
42 U.S.C. §§ 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf

State of Florida Statutes
§ 215.971, "Agreements funded with federal or state assistance"
§ 215.985, "Transparency in government spending"

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also §§ 200.12, "Capital assets"; 200.20, "Computing devices"; 200.48, "General purpose equipment"; 200.58, "Information technology systems; 200.89, "Special purpose equipment"; and 200.94, "Supplies."

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. §§ 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. § 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements and; Improper payment includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1,"Definitions". It is $3,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.210 Information contained in a Federal award paragraph (a)(5) and 200.331 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward/Subgrant means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in 2 C.F.R. § 200.33, "Equipment". A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§ 200.20, "Computing devices" and 200.33, "Equipment".

SECTION I: TERMS AND CONDITIONS

The subrecipient agrees to be bound by the following standard conditions:

1.0 **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 subrecipients for incurred costs is subject to available federal funds.

2.0 **System for Award Management (SAM)** - The subrecipient must maintain current information in SAM until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subrecipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

3.0 **Commencement of Project** - 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.

3.1 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.

3.2 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 subaward 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.

4.0 **Supplanting** - The subrecipient 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.

5.0 **Personnel Changes** - Upon implementation of the project, in the event there is a change in Chief Officials for the Subrecipient or Implementing Agency or any contact information to include mailing address, phone number, email or title change, project staff must notify the SIMON help desk to update the organizational information in SIMON. Project director changes require a grant adjustment in SIMON.

6.0 **Non-Procurement, Debarment and Suspension** - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Government wide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify that 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.

7.0 **Federal Restrictions on Lobbying** - Each subrecipient agrees to comply with 28 C.F.R. § 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 subrecipient for award of federal contract, grant, or cooperative agreement.

8.0 **State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

9.0 **Additional Restrictions on Lobbying** - The subrecipient 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.

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

11.0 **The Coastal Barrier Resources Act** - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (Pub..L. No. 97-348) dated October 19, 1982 (16 U.S.C. §§ 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

12.0 **Enhancement of Security** - If funds are used for enhancing security, the subrecipient agrees to:

12.1 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.

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

13.0 **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.

13.1 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.

13.2 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 record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

13.2.1 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.

13.2.2 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.

14.0 **Privacy Certification** - The subrecipient agrees to comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. §§ 22 and, in particular, section 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

15.0 **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.

16.0 **Insurance for Real Property and Equipment -** The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 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 subrecipients, implementing agencies, and contractors 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 C.F.R. § 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

2.0 FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment. The subrecipient must notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services or benefits or in employment practices.

3.0 Subrecipients are responsible for ensuring that contractors and agencies to whom they pass through funds are in compliance with all Civil Rights requirements and that those contractors and agencies are aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the Office for Civil Rights (OCR), and how to do so.

4.0 **Equal Employment Opportunity Plans**

4.1 A subrecipient or implementing agency must develop an EEO Plan if it has 50 or more employees and has received any single award of $25,000 or more from the Department of Justice. The plan must be prepared using the online short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be

retained by the subrecipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.

4.2 If the subrecipient 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.

4.3 A subrecipient 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.

4.4 The subrecipient 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.

5.0 In the event a federal or state court or 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 FDLE and to the Office for Civil Rights, Office of Justice Programs.

6.0 In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

7.0 Subrecipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.

8.0 If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

9.0 The subrecipient must have procedures in place for responding to discrimination complaints that employees, clients, customers, and program participants file directly with the subrecipient.

10.0 The subrecipient must have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient/implementing agency with FDLE or the OCR.

11.0 Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

12.0 **Americans with Disabilities Act** - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA) (Pub. L. No. 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).

13.0 **Rehabilitation Act of 1973 (28 C.F.R. § 42(G)) -** If the subrecipient has 50 or more employees and receives DOJ funding of $25,000 or more, the subrecipient must take the following actions:

13.1 Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. § 42(G), which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.

13.2 Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. § 42(G).

13.3 Notify participants, beneficiaries, employees, applicants, and others that the subrecipient/implementing agency does not discriminate on the basis of disability.

14.0 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 www.lep.gov. FDLE strongly encourages subgrant recipients to have a written LEP Language Access Plan.

15.0 Title IX of the Education Amendments of 1972 (28 C.F.R. § 54) - If the subrecipient operates an education program or activity, the subrecipient must take the following actions:

15.1 Adopt grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. § 54, which prohibit discrimination on the basis of sex.

15.2 Designate a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. § 54.

15.3 Notify applicants for admission and employment, employees, students, parents, and others that the subrecipient/implementing agency does not discriminate on the basis of sex in its educational programs or activities.

16.0 Equal Treatment for Faith Based Organizations - The subrecipient agrees to comply with the applicable requirements of 28 C.F.R. § 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 recipient or a subrecipient 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. The subrecipient also understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from the award, or the parent or legal guardian of such students. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See www.ojp.gov/about/ocr/equal_fbo.htm.

17.0 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. § 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 subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 Fiscal Control and Fund Accounting Procedures

1.1 All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Uniform Grant Guidance (2 C.F.R § 200) as applicable, in their entirety.

1.2 Subrecipients must have written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319 Competition.

1.3 The subrecipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subrecipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and

expenditure of grant funds. An adequate accounting system for a subrecipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

1.4 All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.

1.5 All funds not spent in accordance with this agreement shall be subject to repayment by the subrecipient.

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subaward period of performance.

2.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

3.0 Trust Funds

3.1 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.

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

4.0 Performance

4.1 Subaward Performance - The subrecipient must comply with state and federal requirements for subaward performance under 2 C.F.R. §§ 200.76 and 200.77. The subaward shall describe the timing and scope of expected performance as related to the outcomes intended to be achieved by the program. Where appropriate, the subaward should provide specific performance goals, indicators, milestones, or expected outcomes (such as outputs, or services performed or public impacts of any of these) with an expected timeline for accomplishment. Submitted programmatic reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. These requirements should be aligned with agency strategic goals, strategic objectives, or performance goals that are relevant to the program.

4.2 Performance of Agreement Provisions - In the event of default; non-compliance; or violation of any provision of this agreement by the subrecipient, the subrecipient'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 subrecipient of its decision thirty (30) days in advance of the effective date of such sanction. The subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as: scope modifications or changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

5.1 Subrecipients 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.

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

5.3 Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

5.4 All requests for changes must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 Required Reports - All reports must relate financial data to performance accomplishments. Subrecipients must submit both reports on the same reporting cycle.

6.1 Financial Expenditure Reports

6.1.2 The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

6.1.3 All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

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

6.1.5 Before the "final" Project Expenditure Report will be processed, the subrecipient 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.

6.1.6 Reports are to be submitted even when no reimbursement is being requested.

6.1.7 The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.

6.2 Project Performance Reports

6.2.1 Reporting Time Frames: The subrecipient shall submit Monthly or Quarterly Project Performance Reports in SIMON, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the sub award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

6.2.2 Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in Section IV 4.2, Performance of Agreement Provisions.

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

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

6.3 Project Generated Income (PGI) - All income generated as a direct result of a subgrant project shall be deemed program income. Program income must be accounted for and reported in SIMON in accordance with the OJP Financial Guide (Section 3.4).

6.3.1 Required Reports - the subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter. If any PGI

remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

6.3.2 PGI Earnings and Expenditure reports must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.

6.3.3 **PGI Expenditure -** Program income should be used as earned and expended as soon as possible and used to further the objects in which the award was made. Any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

6.4 **Other Reports -** The subrecipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

SECTION V: MONITORING AND AUDITS

1.0 **Access to Records -** The Florida 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 subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.

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

The subrecipient 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.

2.0 **Monitoring** - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award and verify expenditures in accordance with § 215.971, Fla. Stat. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 **Property Management -** The subrecipient 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 2 C.F.R. § 200, as applicable. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

3.1 **Property Use -** The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage, and dispose of equipment acquired under a Federal award in accordance with § 274, Fla. Stat. and 2 C.F.R. § 200.313, "Equipment".

4.0 **Subaward Closeout -** A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

4.1 The Financial Closeout Audit must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.

5.0 High Risk Subrecipients - The subrecipient agrees to comply with any additional requirements that may be imposed during the grant performance period if FDLE's pre-award risk assessment or the U.S. Department of Justice determines the subrecipient is a high-risk grantee. Cf. 28 C.F.R. §§ 66, 70.

6.0 Reporting, Data Collection and Evaluation - The subrecipient 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 FDLE.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf, http://dos.myflorida.com/media/693578/gs02.pdf

8.0 Disputes and Appeals - 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 subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient 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 subrecipient'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.

9.0 Single Annual Audit

9.1 Subrecipients that expend $750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with 2 C.F.R. § 200(F) Audit Requirements 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 funds disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of Florida Statutes 11.45, "Definitions; duties; authorities; reports; rules."; 215.97, "Florida Single Audit Act"; 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."

9.2 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, including audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.

9.3 Audits shall be completed by an Independent Public Accountant (IPA) and according to Generally Accepted Government Auditing Standards (GAGAS). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant. Subrecipients shall procure audit services according to § 200.509, and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.

9.4 The subrecipient shall promptly follow-up and take appropriate corrective action for any findings on the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of prior audit findings and a corrective action plan. Subrecipient follow-up to audit findings must abide by requirements in 2 C.F.R. § 200.511.

9.5 Auditees must make copies available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. Records shall be made available upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.

9.6 Subrecipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the audit requirements of 2 C.F.R. § 200(F) 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 subrecipient is exempt. This notice shall be provided to the Department no later than June 30 following the end of the fiscal year.

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

9.8 The Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed as a result of this requirement must be completed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to Part 200 on the specified Data Collection Form (Form SF-SAC), and be signed by a senior level representative or chief official of the auditee. If the subrecipient opts not to authorize the Federal Audit Clearinghouse to make the reporting package publically available, the single audit report must be submitted directly to the Department. A scanned copy of the completed audit reports or a link to the electronic audit report should be sent via email to criminaljustice@fdle.state.fl.us or mailed to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, Florida 32302-1489

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures -** Subrecipients must use documented procurement procedures which reflect applicable state, local, and tribal laws and regulations, provided that the procurement standards conform to applicable Federal law (2 C.F.R. §§ 200.317-200.326).

2.0 **Federal Procedures -** All procedures employed in the use of federal funds for any procurement shall also be according to 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 2 C.F.R. § 200.318, "General procurement standards", and Florida law to be eligible for reimbursement.

3.0 **Cost Analysis -** A cost analysis must be performed by the subrecipient if the cost or price is above the simplified acquisition threshold of $150,000. Costs or prices based on estimated costs for contracts are allowable only if allowable under 2 C.F.R. § 200.405(e),"Cost Principles".

4.0 **Allowable Costs -** Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; and 2 C.F.R. § 200.405(e), "Cost Principles".

4.1 All procedures employed in the use of federal funds for any procurement shall be according to 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 2 C.F.R. § 200.420, "Considerations for selected items of cost"; and Florida law to be eligible for reimbursement.

4.2 Subrecipients eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise FDLE Office of Criminal Justice Grants in writing of both its eligibility and election, and must comply with all associated requirements in the OMB Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

5.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency or the Department, either as direct or indirect costs, must be refunded (including interest) to the Federal Government in accordance with instructions from the Federal agency that determined the costs are unallowable unless Federal statute or regulation directs otherwise. See also Subpart D—Post Federal Award Requirements, 2 C.F.R. §§ 200.300, "Statutory and national policy requirements", through 200.309, "Period of performance."

5.1 **Prohibited Expenditure List -** Subaward funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition. https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf

5.2 **Controlled Purchase List** - Requests for acquisition of items on the Controlled Purchase List must receive explicit prior written approval from FDLE and BJA. If award funds are approved and used for the purchase or acquisition of any item on the Controlled Purchase List, the subrecipient must collect and retain certain information about the use of 1) the federally grant funded controlled equipment and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to FDLE and BJA upon request. No equipment on the Controlled Expenditure list that is purchased or acquired under this award may be transferred or sold to a third party without the prior approval and guidance from FDLE and BJA. Failure to comply with conditions related to Prohibited or Controlled Expenditures may result in prohibition from further Controlled Expenditure approval under this or other awards. https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf

6.0 **Review prior to Procurement -** Subrecipients are encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods/services. Subrecipients are also encouraged to use excess and surplus property in lieu of purchasing new equipment and property when this is feasible.

7.0 **Sole Source -** If the project requires a purchase of services or equipment from a sole source, the subrecipient must complete the Sole Source Justification for Services and Equipment Form. If the subrecipient is a state agency and the cost is at least $150,000, then the agency must submit a copy of the approval from the Department of Management Services (287.057(5) Fla. Stat.). Sole Source form must be signed by the subgrant recipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

8.0 **Unmanned Aerial Vehicles** - The recipient agrees that awarded funds may not be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. Additionally, any funding approved for this purpose would be subject to additional reporting, which would be stipulated by FDLE post award.

9.0 **Personal Services –** Subrecipients may use grant funds for eligible personal services (salaries/benefits and overtime) and must maintain internal controls over salaries and wages. The following requirements apply to personal services paid with subgrant funds:

9.1 **Timesheets -** Timesheets must be kept for all project staff whose hours will be charged to the project. The timesheets must be signed by the supervisor and clearly indicate hours spent on project activities.

9.2 **Additional Documentation -** In accordance with Florida Statute § 215.971, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project-related activities in accordance with the contract agreement.

9.3 **Protected personally identifiable information -** The subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the pass-through entity designates as sensitive or the subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

9.4 **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.

9.5 **Employees Working Solely on a Single Federal Award -** For any position that works 100% of its time on a single federal award, the employee must certify that 100% of his or her time was spent working on that federal award. This requirement applies to both full time and part time positions regardless of the percentage of the position's salary that is charged to the grant. The certification must be signed by both

the employee and the employee's direct supervisor having firsthand knowledge of the work performed by the employee. The forms must be submitted semi-annually and may not be signed prior to the end of the reporting period. Certifications must be provided to cover the entire grant period

9.6 **Maximum Allowable Salary -** No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subrecipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at http://www.opm.gov/oca/payrates/index.asp.) A subrecipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

10.0 **Contractual Services -** The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in §200.318 General procurement.

10.1 **Requirements for Contractors of Subrecipients** - The subrecipient assures 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 (42 U.S.C. § 3711, et seq. at www.gpo.gov/fdsys/); the provisions of the current edition of the Office of Justice Programs Financial Guide (http://ojp.gov/financialguide/DOJ/index.htm); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

10.2 **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 $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. 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 subrecipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

11.0 **Travel and Training -** The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, Fla. Stat. Any foreign travel must obtain prior written approval.

11.1 **BJA or FDLE Sponsored Events -** The subrecipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

11.2 **Expenses Related to Conferences, Meetings, Trainings, and Other Events -** The subrecipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at http://ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm

11.3 **Training and Training Materials** – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm

12.0 **Publications, Media and Patents**

12.1 **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, and 2 C.F.R. § 200.315 "Intangible Property," as applicable.

12.2 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:

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

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

12.3 Publication or Printing of Reports - The subrecipient 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. The subrecipient understands and agrees that any training materials developed or delivered with grant funding must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm

All materials publicizing or resulting from award activities shall contain the following statements identifying the federal award:

"This project was supported by Award No._____ 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 authors and do not necessarily reflect the views of the Department of Justice".

12.4 Patents - If any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored by the federal award or subaward funds, such facts must be promptly and fully reported to the awarding agency.

12.4.1 Unless there is a prior agreement between the subrecipient and the Department on disposition of such items, the Department may determine whether protection on the invention or discovery will be sought.

12.4.2 The Department will also determine how rights in the invention or discovery (including rights under any patents issued) will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy" ("President's Memorandum for Heads of Executive Departments and Agencies," dated August 23, 1971, and statement of Government patent policy, as printed in 36 Federal Register 16839).

12.4.3 Government regulations have been issued in 37 C.F.R. § 401 by the U.S. Department of Commerce.

13.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of grant application. This certificate certifies the Project Director has read, understands, and agrees to abide by the provision in Section 3.12 of the Office of Justice Programs Financial Guide. This form must be submitted upon application if applicable. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

14.0 Task Force Training Requirement - The subrecipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel

roster along with course completion certificates. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

15.0 Information Technology Projects

15.1 Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 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. § 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. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

15.2 State Information Technology Point of Contact - The subrecipient 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 subrecipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046

15.3 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 subrecipient 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.

15.4 ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) Equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP equipment is to be made. This form must be submitted upon application, if applicable. ADP justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

16.0 Interoperable Communications Guidance

16.1 Subrecipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

16.2 Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award

funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

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

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Ballistic Resistant and Stab Resistant Body Armor

1.1 Mandatory Wear Policy - Subrecipients that wish to purchase armor with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf.

1.2 BVP Program - JAG funds may be used to purchase armor for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

1.3 NIJ Compliance - Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). In addition, body armor purchased must be American-made. The latest NIJ standard information can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

2.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient 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.

3.0 National Environmental Policy Act (NEPA)

3.1 The subrecipient 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 subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

3.1.1 New construction

3.1.2 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; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

3.1.3 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

3.1.4 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.

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

3.2 The subrecipient 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 subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.3 For any of a subrecipient's existing programs or activities that will be funded by these subawards, the subrecipient, 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 the Department of Justice of a national or program environmental assessment of that funded program or activity.

4.0 **Methamphetamine Plans: Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories -** If an award is made to support methamphetamine laboratory operations the subrecipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

4.1 General Requirement: The subrecipient 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. The subrecipient also agrees to complete a Methamphetamine Mitigation Plan (MMP) that includes the nine protective measures or components required by BJA and submit the plan to FDLE's Office of Criminal Justice Grants.

4.2 Specific Requirements: The subrecipient 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 subrecipient 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 subaward. In so doing, the subrecipient 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.

4.2.1 Provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories;

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

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

4.2.4 Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;

4.2.5 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;

4.2.6 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;

4.2.7 Monitor the transport, disposal, and recycling components of subparagraphs 4.4.5 and 4.4.6 immediately above in order to ensure proper compliance;

4.2.8 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 1) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and 2) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing federal and state requirements; and

4.2.9 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 1) respond to the potential health needs of any minor at the site; 2) 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; 3) ensure immediate medical testing for methamphetamine toxicity; and 4) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity

5.0 **National Historic Preservation Act –** The Act 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).

6.0 **Human Research Subjects -** Subrecipient agrees to comply with the requirements of 28 C.F.R. § 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.

7.0 **Global Standards Package -** In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

8.0 **Disclosures**

8.1 **Conflict of Interest** - The subrecipient 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. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

8.2 **Violations of Criminal Law -** The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the sub award.

9.0 **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 governs the treatment of persons displaced as a result of federal and federally-assisted programs.

10.0 **Limitations on Government Employees Financed by Federal Assistance -** The subrecipient 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.

11.0 **Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct -** The subrecipient must promptly refer to DOJ Office of Inspector General (OIG) and the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

12.0 Restrictions and certifications regarding non-disclosure agreements and related matters - Subrecipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

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

14.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and § 316.305, Fla. Stat.., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

15.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf. In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

16.0 Environmental Requirements and Energy - For subawards in excess of $100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. §§ 1857(h)), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 15). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

17.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

RESOLUTION NO. 16 –

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, URGING MIAMI-DADE COUNTY TO MOVE FORWARD WITH THE RELOCATION OF THE MIAMI-DADE COUNTY YOUTH FAIR AND EXPOSITION TO COUNTY-OWNED PROPERTY ADJACENT TO THE HOMESTEAD AIR RESERVE BASE PARK IN SOUTH DADE AND TO ALLOW THE EXPANSION OF FLORIDA INTERNATIONAL UNIVERSITY ONTO THE COUNTY-OWNED PROPERTY THAT IS CURRENTLY OCCUPIED BY THE FAIR; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 4th, 2014, sixty-five percent (65%) of the voters in Miami-Dade County (the "County") supported the expansion of Florida International University (the "FIU") on to the County-owned property currently occupied by the Miami Dade County Youth Fair and Exposition (the "Fair") and the Fair's relocation to another property; and,

WHEREAS, FIU provides the means by which 54,000 students obtain a world-class, public-university education and where 8,000 people are currently employed, contributing $9 Billion to our local economy every year; and

WHEREAS, FIU has made it clear that its expansion on to the county-owned property that is currently occupied by the Fair is vitally important to its future; and,

WHEREAS, the FIU expansion will allow for the enrollment of an additional 10,000 eligible students; create approximately 1,000 new jobs, bring an estimated $900 Million in new construction investment, create an estimated initial economic impact of $1.8 Billion, and a recurring economic impact of $541 Million per year, thus benefiting the residents and students of the City and the County; and

WHEREAS, given its proximity to FIU, the City will continue to benefit greatly from

the educational/employment opportunities and professional contributions that FIU provides for the City's residents;

WHEREAS, the City has had a long-standing relationship with FIU that has included professional cooperation, an internship program, the creation of University District; and, the City anticipates benefiting from the research, innovation, and professional talent opportunities that will result from the FIU expansion; and

WHEREAS, FIU has proposed for the Fair to be relocated to a certain County-owned property adjacent to the Homestead Air Reserve Base Park in South Dade (the "South Dade Land") and included proposals that incorporate funding and additional components to create significant economic impact for the South Dade area; and

WHEREAS, on December 16th, 2015, the City of Homestead adopted Resolution No. R2015-12-130 where it requested that the County move forward with plans to relocate the Fair to the South Dade Land; and

WHEREAS, on January 20th, 2016, the Town of Cutler Bay adopted Resolution No. 16-13 in support of the City of Homestead Resolution; and, on February 9th, 2016, the City of Florida City adopted Resolution No. 16-04, also urging the relocation of the Fair to the South Dade Land; and

WHEREAS, the relocation is anticipated to also include FIU and the Fair working to develop plans for a convention center and research space on the South Dade Land.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Recommended Position. The Mayor and City Commission hereby urge Miami-Dade County to move forward with the relocation of the Miami-Dade County Fair and Exposition to the County-owned property located adjacent to the Homestead Air Reserve Base Park in South Dade, to allow the expansion of Florida International University onto the County-owned land adjacent to the Modesto Maidique Campus that is currently occupied by the Fair, and to work cooperatively with FIU and the Fair to develop plans for the fairgrounds to include a convention center and research space.

Section 3. Transmittal. The City Clerk is hereby directed to transmit a copy of this Resolution to the Honorable Mayor of Miami-Dade County Carlos Gimenez, to the Honorable Jose "Pepe" Diaz, Miami-Dade County Board of County Commissioners, and to all the rest of the Honorable members of the Miami-Dade County Board of County Commissioners.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this ____ day of _____, 2016.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GUILLERMO CUADRA, CITY ATTORNEY

VOTE UPON ADOPTION:

JOSE M. DIAZ, COMMISSION PRESIDENT	____
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT	____
PRISCA BARRETO, COMMISSIONER	____
MANUEL DUASSO, COMMISSIONER	____
IDANIA LLANIO, COMMISSIONER	____
ISOLINA MAROÑO, COMMISSIONER	____
EDUARDO M. SUAREZ, COMMISSIONER	____

RESOLUTION NO. 16 –

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, DIRECTING THE MAYOR TO PREPARE AN EXPENDITURE REPORT FOR ALL CITY TRANSACTIONS EXCEEDING $1,000; PROVIDING EXCLUSIONS; AND PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:

Section 1. The City Commission directs the Mayor to prepare a written report listing all expenditures since June 1, 2015 that exceed $1,000. The report shall include the name of the (i) vendor, (ii) amount of expenditure, and (iii) authority under which the expenditure was made.

Section 2. The report shall be provided to the Commission within 20 days from the effective date of this Resolution.

Section 3. **Effective Date.** This Resolution shall become effective upon its adoption by the City Commission and approval by the Mayor or if vetoed, upon its re-enactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this ____ day of _____, 2016.

_____
ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GUILLERMO CUADRA, CITY ATTORNEY

VOTE UPON ADOPTION:

JOSE M. DIAZ, COMMISSION PRESIDENT	____
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT	____
PRISCA BARRETO, COMMISSIONER	____
MANUEL DUASSO, COMMISSIONER	____
IDANIA LLANIO, COMMISSIONER	____
ISOLINA MAROÑO, COMMISSIONER	____
EDUARDO M. SUAREZ, COMMISSIONER	____

RESOLUTION NO. 16 –

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, DECLARING ONE HECKLER & KOCH SHOTGUN TO BE SURPLUS; AUTHORIZING RETIREMENT OF THE FIREARM; AUTHORIZING THE DONATION OF SAID HECKLER & KOCH SHOTGUN; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Sweetwater owns a certain Heckler & Koch, Model M1 Super 90, Serial No. 0576; and

WHEREAS, the City Commission of the City of Sweetwater wishes to retire this weapon;

WHEREAS, former Chief of Police Robert Fulgueira retired in 2013 after many years of faithful service;

BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA, AS FOLLOWS:

Section 1. Heckler & Koch, Model M1 Super 90, Serial No. 0576, is hereby declared surplus and retired.

Section 2. The Heckler & Koch, Model M1 Super 90, Serial No. 0576, is hereby donated to former Chief Roberto Fulguira as a token of appreciation for his years of service to the Sweetwater Police Department.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED and ADOPTED this ____ day of _____, 2016.

_____

ORLANDO LOPEZ, Mayor

_____
JOSE M. DIAZ, Commission President and
Vice Mayor

ATTEST:

_____
MARIE O. SCHMIDT, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
GUILLERMO CUADRA, CITY ATTORNEY

VOTE UPON ADOPTION:

JOSE M. DIAZ, COMMISSION PRESIDENT	____
JOSE W. BERGOUIGNAN, JR., COMMISSION VICE PRESIDENT	____
PRISCA BARRETO, COMMISSIONER	____
MANUEL DUASSO, COMMISSIONER	____
IDANIA LLANIO, COMMISSIONER	____
ISOLINA MAROÑO, COMMISSIONER	____
EDUARDO M. SUAREZ, COMMISSIONER	____