

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** 2005/06 Edward Byrne Grant Memorial Justice Assistance Grant Applications

**DEPARTMENT:** Community Services      **DIVISION:** Community Assistance  
Phillip C. Stalvey, Director                      David Medley, Manager

**AUTHORIZED BY:** Phillip C. Stalvey      **CONTACT:** David Medley      **EXT.** 3363

<b>Agenda Date</b> <u>6/14/05</u> <b>Regular</b> <input type="checkbox"/> <b>Consent</b> <input checked="" type="checkbox"/> <b>Work Session</b> <input type="checkbox"/> <b>Briefing</b> <input type="checkbox"/>
<b>Public Hearing – 1:30</b> <input type="checkbox"/> <b>Public Hearing – 7:00</b> <input type="checkbox"/>

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute the six (6) attached Byrne Grant applications and associated documents.

**BACKGROUND:**

On April 12, 2005, the Seminole Board of County Commissioners accepted an invitation to continue participating in the "Edward Byrne Memorial Justice Assistance Grant Program" pending final approval of all grant applications. This grant will provide \$227,808 in Federal Funds for projects within Seminole County. Six (6) applications are being submitted for consideration. Three of these applications represent continuation of existing projects, and three are new projects being facilitated by the cities of Casselberry, Lake Mary and Sanford. No new positions are being requested in these applications.

Attached are the six (6) applications and a summary of each project. Matching funds are not required, but may be provided by the implementing agency to fully fund the program and are noted in the attached applications as applicable.

Reviewed by: _____ Co Atty: <u>J. Dutka</u> 05-26-05 DFS: _____ Other: _____ DCM: _____ CM: _____  File No. <u>CCS 01</u>
--

## **2005/2006 Byrne Grant Project Summary (\$227,808)**

### **COUNTY CAREER CRIMINAL INITIATIVE IV (FINAL YEAR)**

**\$72,971.00**

The Seminole County Sheriff's Office facilitates this fourth year project which provides a full-time investigator dedicated to identifying offenders who meet the career criminal criteria. (Career criminals are repeat offenders who qualify for enhanced sentencing penalties and who may be designated by a judge as either a habitual felony offender or a habitual violent felony offender). The investigator will enhance current efforts by pro-actively identifying career criminal offenders, working with the State Attorney's Office and analyzing and/or monitoring activities of those offenders not in custody.

### **ELECTRONIC MONITORING III**

**\$72,337.00**

The Seminole County Sheriff's Office Electronic Monitoring Project provides electronic monitoring to juveniles, and enhances the number of participants for the adult pilot project. This technology will allow those that qualify to continue working and/or attending school during their probation. By monitoring the electronic "track" data of each individual, law enforcement can immediately determine if exclusionary zones have been violated or if the individual was in the vicinity of criminal activity.

### **CAR CAMERAS CONVICT CRIMINALS IN ALTAMONTE SPRINGS III**

**\$30,500.00**

This project provides car cameras for marked patrol vehicles to be utilized in all criminal activity and thus increase the prosecution rate. Altamonte Springs Police have been aggressive in implementing tactics to reduce DUI, all alcohol enhanced crimes, domestic violence, and juvenile crimes. Car cameras will be able to increase the quality of evidence and visually show this type of criminal action as it occurs.

### **SANFORD TRAFFIC TECHNOLOGY ENHANCEMENT I (NEW PROJECT)**

**\$19,500.00**

This project is facilitated by the city of Sanford Police Department. Grant funds will purchase six (6) PocketCitation systems to be used by the Traffic Section officers. These devices will allow for the quick and efficient completion of traffic citations. The overall objective of the program is to use available technology to assist officers in making the roadways safer and reduce the number of traffic crashes and fatalities in the City of Sanford.

### **CASSELBERRY TRAFFIC TECHNOLOGY ENHANCEMENT I (NEW PROJECT)**

**\$19,500.00**

This project is facilitated by the city of Casselberry Police Department. Grant funds will purchase six (6) PocketCitation systems to be used by the Traffic Section officers. These devices will allow for the quick and efficient completion of traffic citations. The overall objective of the program is to use available technology to assist officers in making the roadways safer and reduce the number of traffic crashes and fatalities in the City of Casselberry.

### **COMMUNITY PARTNERSHIP AGAINST GANGS I (NEW PROJECT)**

**\$13,000.00**

The project is facilitated by the city of Lake Mary Police Department. Under this project the Lake Mary Police Department seeks to establish a strong partnership between the Department and the community to provide education for Department personnel and the public regarding gang activity. The funds will purchase equipment to be utilized in this prevention activity.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section #1 Administration

### Subgrantee Organization

**Organization Name:** Seminole County  
**Organization Type:** COUNTY  
**County Organization is Located In:** Seminole  
**FEID OR SAMAS:** 59-6000856

### Chief Official Position

**Name:** Carlton Henley  
**Title:** Chairman  
**Address:** 1101 East First Street  
**City:** Sanford  
**State:** FL **Zip:** 32771  
**Email:** gvenn@seminolecountyfl.gov  
**Phone:** 407-665-7201 **Ext:** **Fax:** **Suncom:**

### Chief Financial Official Position

**Name:** Maryanne Morse  
**Title:** Clerk of the Court  
**Address:** Post Office Drawer C  
**City:** Sanford  
**State:** FL **Zip:** 32773  
**Email:** clerk@seminoleclerk.org  
**Phone:** 407-665-4335 **Ext:** **Fax:** **Suncom:**

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 1 Administration (cont)

### Implementing Agency Organization

**Organization Name:** Seminole County Sheriff's Office

**Organization Type:** COUNTY

**County Organization is Located In:** Seminole

**FEID OR SAMAS:** 59-6000856

### Chief Official Position

**Name:** Donald Eslinger

**Title:** Sheriff

**Address:** 100 Bush Boulevard

**City:** Sanford

**State:** FL **Zip:** 32773

**Email:** deslinger@seminolesheriff.org

**Phone:** 407-665-6635 **Ext:** **Fax**

**Suncom:**

### Project Director Position

**Name:** Scott Ballou

**Title:** Captain

**Address:** 100 Bush Boulevard

**City:** Sanford

**State:** FL **Zip:** 32773

**Email:** sballou@seminolesheriff.org

**Phone:** 407-708-7690 **Ext:** **Fax**

**Suncom:**

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 2: Project Overview

### General Project Information

**Project Title:** SEMINOLE COUNTY ELECTRONIC MONITORING 3

**Project Sequence No:** 3

**Subgrantee:** Seminole County

**Implementing Agency:** Seminole County Sheriff's Office

**Project Start Date:** 10/1/2005

**End Date:** 9/30/2006

### Problem Identification

Seminole County is centrally located in the state and is comprised of seven (7) municipalities and unincorporated areas. The central location coupled with the Interstate 4 high-tech corridor running the length of the county has been a catalyst for major changes in this bedroom community.

The funding outlined in this grant proposal is an enhancement for the Seminole County Sheriff's Office - Criminal Justice Coalition & Neighborhood Enhancement and Eradication of Drugs (CJC-NEED) Project that ended in 9/2003. This initiative focused on reducing drug/criminal activity through developing interagency, residential and business partnerships throughout the county.

The CJC accomplished many goals during the 4-year project and has established an infrastructure within Seminole County that includes better communication between agencies and the community and dual responses between law enforcement and County/State probation that has resulted in drug seizures and arrests. We have co-located probation officers within our district offices, shared our computerized reporting system and the probation contacts have increased. In addition, many of the accomplishments from the CJC provided the framework for our recent Official Recognition from the Executive Office of Weed and Seed for 3 separate sites within Seminole County.

During the last year of the CJC grant, an adult pretrial release program was developed - Electronic Monitoring Protection and Crime Tracking (EMPACT), using a satellite-tracking device that monitors the individuals' location throughout the day and compares it to crime locations within the county. The CJC worked with Probation and the Judges to develop an Administrative Order that outlined the offenders that would qualify under this pretrial release project. We worked with the satellite-tracking provider to develop software that effectively outlines exclusionary zones for each offender and overlays our crime data daily for comparisons.

The initial project was developed to help individuals meet bond requirements, as an alternative to jail and, to date, there has been 160 adult defenders placed on Electronic Monitoring. The Sheriff's Office monitors the (tracks) daily and provides any violations or criminal activity districts for follow-up action with the defendant. This is the only

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Problem Identification (Continued)

known program of this magnitude within the US.

However, although we have developed a working infrastructure for the Pre-trial adults, we would like to provide this initiative for juveniles that are monitored through the Sheriff's Office Juvenile Intensive Community Supervision Unit (ICSU). The ICSU provides Intensive Community Supervision services for all youth offenders within the county that are placed on intensive supervision by the courts, and for delinquents upon their return to the community from high-risk residential commitment programs. This unit is collaboration between the Seminole County Sheriff's Office and the Department of Juvenile Justice. The unit supervises up to 130 youth with an average of 85 youth in the program at all times. All of the youth served by the ICSU are typically youth that pose the highest risk to public safety, as well as youth that have the most tendencies to recommit crime. They have a statewide and countywide recidivism rate of about 46% and 30% respectively. These youth also have a high rate of drug use/abuse and a large percentage also violate their probations. These youth, ages 10 & 17, will be our target population for services under this grant. With the funds available from this grant, we will have the added ability to monitor their movements, which should lessen their ability to commit further crimes and/or violate their probation.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 2. Project Overview (cont.)

### Project Summary

The funding requested in this project will allow us to enhance our current EMPACT program by providing Global Positioning Satellite Electronic Monitoring to approximately 20 juvenile offenders per day for 365 days a year. We anticipate throughout the year we will be able to serve a minimum of 60 juvenile offenders from our Intensive Community Supervision Unit.

A Global Positioning Satellite (GPS) electronic monitoring ankle or wrists bracelet transmitter attached to the offender will monitor the juvenile offenders. The satellite system we currently use is considered active and passive. The active GPS reports immediate real-time offender location and reporting of alarm notification through e-mail and or faxes and pages. The passive GPS reports next-day offender location and alarm notifications through e-mail and or faxes and or pages. The cost is \$8.75 per day, per offender for active GPS and \$4.25 per day, per offender for passive GPS.

We will use our existing software and analyst to determine inclusion and exclusion zone violations or possible criminal hits. However, any hits will be provided to the Seminole County Sheriff's Office ICSU where the youth are monitored for probation. The ICSU Juvenile Probation Officers will provide intensive supervision and case management for all youth assigned to the unit. In addition, they will review any (hits) that are forwarded by the analytical unit for possible probationary violations. Juvenile Offenders that are assigned to the ICSU are either placed on community control by the courts or are juvenile offenders that are returning to the community from high-risk residential commitment programs. The combination of Seminole County Sheriff's Office Deputies working with the Sheriff's Office Juvenile Probation Officers makes the service delivery of the ICSU very effective. Coordination of existing local and state resources optimizes the supervision for these juvenile offenders.

The juvenile offenders monitored under this program may be sentenced to participate in classes through the Consequence Unit, consisting of five hours of formal classroom education provided by Excel Alternatives, Inc. at the Sheriff's Office ICSU, followed by seven hours of hard, labor-intensive work, such as digging ditches, laying sod and spreading mulch. The Sheriff's Office Juvenile Probation Officers under the SWEAT (Sheriff's Work Ethics and Training) program will monitor community hours that youth are committed to serve. The Probation Officers are committed to helping the youth meet these requirements through approved clean-up projects and graffiti abatement projects.

In addition, there is a 24-hour response by the Juvenile Probation Officers to any exclusionary zone violation. This, along with the ability to overlay criminal activity with offender (tracks) acts as a major deterrent for the offender to commit additional crimes.

In order for the project to stay focused and on track, a full-time juvenile probation officer acts as the overall coordinator of the juvenile program. The coordinator handles the (hook-ups) for the juveniles, works with the courts and other JPO's to determine which juveniles best benefit from the equipment, follows-up on violators to ensure swift

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Project Summary (Continued)

consequence of the offense, and works with the Sheriff's Office and local Police Departments when crime mapping comes up with matches between where crimes occurred and where the juveniles have been. The Coordinator has built strong bridges with the associated parties relating to the overall electronic monitoring process. The ability to have a smooth flow of information with DJJ, our deputies and other local law enforcement officers, and the courts for either the release of individuals back into society or for youths who are having issues while on probation has allowed us to handle the monitoring process, as well as the flow of crucial information in a more efficient manner to expedite prosecution and closure of criminal cases.

We appreciate the opportunity to participate in this program. Based on the infrastructure we have developed and our experience from the pilot project, we anticipate this project being a great success from which other law enforcement agencies can learn how to implement a similar project in their own jurisdictions.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 3: Performance

### General Performance Info:

Performance Reporting Frequency for this Subgrant: Quarterly

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 3: Performance

**Federal Purpose Area:** 004 - Corrections and Community Corrections Programs

**State Purpose Area:** 20B - Alternatives - Community Service

**Activity Description:**

**Activity:** Case Management

**Target Group:** Juveniles

**Geographic Area:** County-Wide

**Location Type:** County-Wide

**Objectives:**

**20B.02 - Assign community service work-site hours to a specified number of offenders.**

Measure: Part 1

How many offenders will be assigned to community service work sites?

Goal: 25

**20B.03 - Provide a specified number of offenders with electronic monitoring in lieu of incarceration.**

Measure: Part 1

How many offenders will BEGIN to be electronically monitored?

Goal: 60

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 3 Performance

**Federal Purpose Area:** 004 – Corrections and Community Corrections Programs

**State Purpose Area:** 20B - Alternatives - Community Service

### Objectives:

**20B.04 - Complete a specified number of hours for community service projects.**

Measure: Part 1

How many hours will be completed for community services?

Goal: 1000

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 3: Performance

### Section Questions:

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

Ans: N/A

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

Ans: N/A

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 4: Financial

### General Financial Info:

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

**Financial Reporting Frequency for this Subgrant:** Quarterly

**Is the subgrantee a state agency?:** No

**SAMAS / Vendor Number:** 59-6000856

### Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$37296.00	\$0.00	\$37296.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$35041.00	\$0.00	\$35041.00
Operating Capital	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>-- Totals --</b>	<b>\$72337.00</b>	<b>\$0.00</b>	<b>\$72337.00</b>
<b>Percentage</b>	<b>100.0</b>	<b>0.0</b>	<b>100.0</b>

### Project Generated Income:

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

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section #4 Financial (cont.)

### **Budget Narrative:**

SALARIES AND BENEFITS total Actual costs are \$43,368. The SCSO is requesting \$37,296 and will match the difference of \$6,072

The budget for this program will support the salary and benefits of (1) full-time Juvenile Probation Officer to implement, supervise and provide case management for youth using this technology. This is a continuation of the net personnel increase to the SCSO that was established during the initial year of the grant project.

Salary (1 Full-time Juvenile Probation Officer) \$33,219

Benefits (rounded)FICA (7.65%)\$2,541

Retirement (7.8%)\$2,953

Life/Health/WC \$4,655

EXPENSES total actual costs are \$40,746. The SCSO is requesting \$35,041 and will match the difference of \$5,705.

These funds will be used to pay for the daily use of the Electronic Monitoring equipment, Program operating supplies such as software, program literature, computer supplies and Office Supplies. The daily lease cost for the equipment outlined is \$4.25 per day, per unit for (15) passive and \$8.97 per day, per unit for (5) active.

OFFICE SUPPLIES/PRINTING \$357

FUEL \$250

DAILY LEASE ELECTRONIC MONITORING EQUIP \$39,639

TRAINING \$500

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 4: Financial (cont.)

### Section Questions:

Indicate the Operating Capital Outlay threshold established by the subgrantee.

Ans: 1000

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

Ans: Yes

If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Ans: N/A

If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Ans: N/A

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 5: Standard Conditions

Insert Standard Conditions Page here.

**Standard Conditions**

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 16 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide and Edward Byrne Memorial Justice Assistance Grant (JAG) Program Guidance as well as Florida laws and regulations including the Florida Administrative Code Chapter 11D-9, Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program. Further, the Subgrant Recipient agrees to comply with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-110, A-102, A-122, A-133, A-87, as applicable; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule and Part 67, Drug-free Workplace.**
2. **Allowable Costs**
  - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles of allowability and standards for selected cost items set forth in the OJP Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments", or OMB Circular A-21, "Cost Principles for Educational Institutions".
  - b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.
3. **Reports**
  - a. **Project Performance Reports**
    - (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.  
  
Failure to submit Quarterly Performance Reports that are complete, accurate and timely may result in sanctions, as specified in item 16, Performance of Agreement Provisions.
    - (2) Report Contents: Performance reports must include both required sections, the quantitative response (in response to specific objectives and measures) and the qualitative narrative. The narrative must reflect on accomplishments for the quarter, incorporate specific items specified for inclusion in performance measures, and also identify problems with project implementation and address actions being taken to resolve the problems.

Other Reports:

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

**b. Financial Reports**

- (1) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Monthly Project Expenditure Reports (1-11) are due thirty-one (31) days after the end of the reporting period. Quarterly Project Expenditure Reports (1-3) are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Financial Claim Reports shall be submitted. A final Project Expenditure Report and a Criminal Justice Contract (Financial) Closeout Package shall be submitted to the Department within forty-five (45) days of the subgrant termination period. Such claim shall be distinctly identified as "final".
- (2) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the *Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCGJ)*. A subgrant recipient shall submit either monthly or quarterly project expenditures in order to report current project costs. Reports are to be submitted even when no reimbursement is being requested.
- (3) All claims for reimbursement shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (4) Before the "final" project expenditure request will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (5) The subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date covering subgrant project generated income and expenditures during the previous quarter. (See Item 9, Program Income.)

**c. Other Reports**

The subgrant recipient shall submit other reports as may be reasonably required by the Department.

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

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

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

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

**6. Obligation of Subgrant Recipient Funds**

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

**7. Advance Funding**

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

**8. Travel and Training**

- a. All travel expenses relating to field trips with youth requires written approval of the Department prior to commencement of actual travel.
- b. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, Florida Statutes.
- c. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, Florida Statutes.

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

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

**10. Approval of Consultant Contracts**

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when their rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the OJP Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts.

**11. Property Accountability**

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

continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

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

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

**13. Copyright**

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

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

**14. Publication or Printing of Reports**

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

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

**15. Audit**

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in The Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of Sections 11.45 and 215.97, Florida Statutes, and Chapters 10.550 and 10.600, Rules of the Florida Auditor General.
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the subgrant recipient.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.

- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OBM Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or notification of non-applicability should be sent to the following address:

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

**16. Performance of Agreement Provisions**

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

**17. Commencement of Project**

- a. If a project has not begun within sixty (60) days after acceptance of the subgrant award, the subgrant recipient shall send a letter to the Department indicating steps to initiate the project, reason for delay and request a revised project starting date.
- b. If a project has not begun within ninety (90) days after acceptance of the subgrant award, the subgrant recipient shall send another letter to the Department, again explaining the reason for delay and request another revised project starting date.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this agreement.

**18. Excusable Delays**

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign

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

---

or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.

- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
  - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
  - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
  - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

**19. Written Approval of Changes in this Approved Agreement**

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

- a. Changes in project activities, target populations, service providers, implementation schedules, designs or research plans set forth in the approved agreement;
- b. Budget deviations that do not meet the following criterion. That is, a subgrant recipient may transfer funds between budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget item; or,
- c. Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Department. Transfers do not allow for increasing the quantitative number of items documented in any approved budget item, i.e., increasing the quantity of equipment items in Operating Capital Outlay or Expense categories, or staff positions in the Salaries and Benefits category.)
- d. Under no circumstances can transfers of funds increase the total budgeted award.

**20. Disputes and Appeals**

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

**21. Conferences and Inspection of Work**

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

**22. Access To Records**

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

b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and made or received by the subgrant recipient or its contractor in conjunction with this agreement.

**23. Retention of Records**

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

**24. Signature Authority**

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

**25. Delegation of Signature Authority**

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

**26. Personnel Changes**

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

**27. Background Check**

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

a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have

access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to Chapter 435, F.S., using the level 2 standards set forth in that chapter.

- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
  - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
  - (2) Such background investigations shall be conducted at the expense of the employing agency. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

#### **28. Drug Court Projects**

- a. A Drug Court Project funded by the JAG Grant Program must contain the 10 key elements outlined in the U.S. Department of Justice, Office of Justice Programs, Drug Courts Program Office, program guidelines "Defining Drug Courts: The Key Components", January 1997. This document can be obtained from FDLE, Office of Criminal Justice Grants, at (850) 410-8700.
- b. To ensure more effective management and evaluation of drug court programs, the subgrant recipient agrees that drug court programs funded with this award shall collect and maintain follow-up data on criminal recidivism and drug use relapse of program participation. The data collected must be available to U.S. DOJ and FDLE upon request.

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

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

#### **30. Criminal Intelligence System**

- a. The purpose of the federal regulation published in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies is to assure that subgrant recipients of federal funds for the principal purpose of operating a criminal intelligence system under the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq., as amended, use those funds in conformance with the privacy and constitutional rights of individuals.
- b. The subgrant recipient and a criminal justice agency that is the implementing agency agree to certify that they operate a criminal intelligence system in accordance with Sections 802(a) and 818(c) of the Omnibus Crime Control and Safe Streets Act of 1968, as amended and comply with criteria as set forth in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies and in the Bureau of Justice Assistance's Formula Grant Program Guidance. Submission of this certification is a prerequisite to entering into this agreement.

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

**31. Confidential Funds**

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

**32. Equal Employment Opportunity (EEO)**

- a. No person, on the grounds of race, creed, color or national origin shall be excluded from participation in, be refused benefits of, or otherwise subjected to discrimination under grants awarded pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and, Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, F, G and H.
- b. The subgrant recipient and the implementing agency agree to certify that they either do or do not meet EEO program criteria as set forth in Section 501 of The Federal Omnibus Crime Control and Safe Streets Act of 1968, as amended and that they have or have not formulated, implemented and maintained a current EEO Program. Submission of this certification is a prerequisite to entering into this agreement. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have 120 days after the date this agreement was made to comply with the Act or face loss of federal funds subject to the sanctions in the Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and 28 CFR Section 42.207 Compliance Information).
- c. Any subgrant recipient or implementing agency receiving a single grant award for \$500,000 or more OR an aggregate of grant awards for \$1,000,000 or more during any 18 month period in federal funds, must have approval of its EEO Plan by the U.S. DOJ, Office for Civil Rights (OCR). The subgrantee shall submit its EEO Plan to FDLE, for submittal to the U.S. DOJ, OCR for approval. The submission shall be in both paper copy and electronic format. If the U.S. DOJ, OCR has approved an agency's EEO Plan during the two previous years, it is not necessary to submit another EEO Plan. Instead, the subgrantee need only send a copy of its approval letter from the OCR. However, if the EEO Plan approval is more than two years old, an updated Plan must be submitted.
- d. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**33. Americans with Disabilities Act**

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

**34. Immigration and Nationality Act**

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

**35. National Environmental Policy Act (NEPA)**

a. The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds,

- (1) New construction;
- (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
- (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

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

**36. Non-Procurement, Debarment and Suspension**

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant's Responsibilities). These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department.

**37. Federal Restrictions on Lobbying**

a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more.

- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. The undersigned certifies, to the best of his or her knowledge and belief, that:
- (1) No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - (2) If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.
  - (3) The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all subgrant recipients shall certify and disclose accordingly.

**38. State Restrictions on Lobbying**

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

**39. "Pay -to-Stay"**

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

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

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

- a. General Requirement: The subgrantee agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrantee understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law

enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

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

1. Provide medical screening of personnel assigned or to be assigned by the subgrantee to the seizure or closure of clandestine methamphetamine laboratories;
2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrantee to either the seizure or closure of clandestine methamphetamine laboratories;
3. As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
4. Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
5. Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs 5. and 6. immediately above in order to ensure proper compliance;
8. Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
9. Included among the personnel involved in seizing of clandestine methamphetamine laboratories, or have immediate access to, qualified personnel who can respond to the potential health needs of any offender(s)' children or other children present or living at the seized laboratory site. Response actions should include, at a minimum and as necessary, taking children into protective custody, immediately testing them for methamphetamine toxicity, and arranging for any necessary follow-up medical tests, examinations or health care.

**41. Limited English Proficiency**

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

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

**42. The Coastal Barrier Resources Act**

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

**43. Enhancement of Security**

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

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

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

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

The subgrantee assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**45. Flood Disaster Protection Act**

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

**46. National Historic Preservation Act**

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

properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

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

The subgrantee will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants, M7100.1; and all other applicable State and Federal laws, orders, circulars, or regulations.

**48. Public Safety Officers' Health Benefits Provision**

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

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## 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 County 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.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 1: Administration

### Subgrantee Organization

**Organization Name:** Seminole County  
**Organization Type:** COUNTY  
**County Organization is Located In:** Seminole  
**FEID OR SAMAS:** 59-6000856

### Chief Official Position

**Name:** Carlton Henley  
**Title:** Chairman  
**Address:** 1101 East First Street  
**City:** Sanford  
**State:** FL                      **Zip:** 32771  
**Email:** gvenn@seminolecountyfl.gov  
**Phone:** 407-665-7201      **Ext:**      **Fax:**      **Suncom:**

### Chief Financial Official Position

**Name:** Maryanne Morse  
**Title:** Clerk of the Court  
**Address:** Post Office Drawer C  
**City:** Sanford  
**State:** FL                      **Zip:** 32773  
**Email:** clerk@seminoleclerk.org  
**Phone:** 407-665-4335      **Ext:**      **Fax:**      **Suncom:**

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 1: Administration (con't)

### Implementing Agency Organization

**Organization Name:** Seminole County Sheriff's Office

**Organization Type:** COUNTY

**County Organization is Located In:** Seminole

**FEID OR SAMAS:** 59-6000856

### Chief Official Position

**Name:** Donald Eslinger

**Title:** Sheriff

**Address:** 100 Bush Boulevard

**City:** Sanford

**State:** FL **Zip:** 32773

**Email:** deslinger@seminolesheriff.org

**Phone:** 407-665-6635 **Ext:** **Fax**

**Suncom:**

### Project Director Position

**Name:** Randy Pittman

**Title:** Captain

**Address:** 100 Bush Boulevard

**City:** Sanford

**State:** FL **Zip:** 32773

**Email:** rpittman@seminolesheriff.org

**Phone:** 407-665-6605 **Ext:** **Fax**

**Suncom:**

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 2: Project Overview

### General Project Information

**Project Title:** SEMINOLE COUNTY SHERIFF'S OFFICE CAREER CRIMINAL INVESTIGATIONS

**Project Sequence No:** 4

**Subgrantee:** Seminole County

**Implementing Agency:** Seminole County Sheriff's Office

**Project Start Date:** 10/1/2005

**End Date:** 9/30/2006

### Problem Identification

Repeat Offenders are commonplace in our Criminal Justice system. It has been said that 10% of the offenders are responsible for 90% of the crimes in our society.

In an effort to assist law enforcement and enhance prosecution efforts, Florida Legislators developed legislative criteria that pertained specifically to these repeat offenders, providing enhanced penalties and sentencing when the criteria is met.

The individuals that meet this criterion would be deemed (Habitual Offender/Career Criminal) and meet specific guidelines for Habitual Felony Offender and Habitual Violent Offender. If, during the investigative process it is determined that the offender meets this criteria, information should be relayed to the State Attorney's Office to ensure maximum penalty.

FDLE has developed investigative protocol for using a dedicated investigator to work existing cases and also monitor known Career Criminals for proactive case management (Career Criminal/Fugitive Apprehension Program). Currently, the investigator being provided by this grant has been able to proactively service numerous cases, which would otherwise be (put on the back burner).

Time is of the essence on these investigations. Once an individual that is arrested accepts a plea, prior to the grant, we were unable to prosecute as a Career Criminal in an efficient and timely manner, even if they met all the criteria. On-going interaction with the State Attorneys Office is extremely important to ensure that individuals meeting this criterion receive maximum penalties.

The addition of this investigator has and will continue to greatly enhance our ability to proactively monitor and investigate the Habitual Offenders in our community.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 2: Project Overview (cont.)

### Project Summary

Career Criminals are repeat offenders who qualify for enhanced sentencing penalties and who may be designated by a judge as either of two classes: Habitual Felony Offenders and Habitual Violent Offenders.

The Investigator on this grant will be responsible for identifying those offenders who qualify as Career Criminals, assisting the State Attorneys Office in their prosecution, and proactively tracking and monitoring these offenders when they are not in custody. We will develop a tracking system that will categorize the offenders and provide information that will be extremely important when they commit their next offense. Access to this critical information by our patrol deputies will provide historical data during investigations and will provide additional insight for cases where probable cause or a warrant exist. If no arrest is made by patrol, information will be forwarded to the Career Criminal Investigator for documentation.

When a subject that is identified through the tracking system is arrested, the Career Criminal Unit investigator will be notified as soon as possible to ensure that comprehensive data is collected. Data analyzed will reflect the subject's instant (current) charges, past adjudications, offender level, and other factors to determine if Career Criminal status is warranted.

If the investigator determines the instant offense combined with past adjudications and other mitigating circumstances qualifies the subject for Habitual Offender status, the investigator will indicate so on the arrest affidavits to notify the intake State Attorney, Public Defender, Judge, and the Clerk of the Court that the Sheriff's Office intends to pursue the subject as a Career Criminal. After final determination is made whether Habitual Offender/Career Criminal sentencing can be pursued successfully; we will forward cases to the Career Criminal Section of the State Attorney's Office.

In year 1 of this project, the career criminal investigator developed a partnership with the State Attorney Office, Career Criminal Unit and the Seminole County law enforcement agencies for those repeat offenders meeting this criteria, providing enhanced penalties and sentencing.

A Memorandum of Understanding was been prepared, reviewed and signed by the State Attorney for the 18th Judicial Circuit and the Sheriff of Seminole County. This Memorandum of Understanding strengthens the progressive concepts of criminal prosecution involving Career Criminals throughout Seminole County.

In year (2) of this project, we provided investigative assistance to the State Attorney's Office and Seminole County law enforcement agencies as originally outlined in this project. In addition, this cooperation was expanded further to help organize and establish a structured group within Seminole County law enforcement agencies, to assist in tracking and monitoring serious offenders throughout Seminole County. This infrastructure was established through the Sheriff's Office, Career Criminal Unit, designated as Serious Offender Response Team (S.O.R.T.). FDLE, the local and other

# **Application for Funding Assistance**

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## **Project Summary (Continued)**

states law enforcement agencies began to seek out the services of our career criminal investigator as a local resource who knows the career criminals in the county, as well as someone who can assist parties in a timely manner due to his responsibilities being focused only on the career criminals.

In year (3) and (4), of this project the investigator will continue to use his resources and the teams that have been created to monitor and share information among all necessary related parties on career criminal activity in the county so that they will be tracked and monitored to decrease their potential threat to the public. Because of this funding and its position being solely dedicated to this function, it has added much consistency, timely resolution and efficient information sharing on issues related to career criminal activity within the county.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 3: Performance

### General Performance Info:

Performance Reporting Frequency for this Subgrant: Quarterly

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 3: Performance

**Federal Purpose Area:** 002 – Prosecution and Court Programs

**State Purpose Area:** 008 - Career Criminal Prosecution

**Activity Description:**

**Activity:** Prosecution

**Target Group:** Career Criminals

**Geographic Area:** County-Wide

**Location Type:** County-Wide

**Address(es):**

Seminole County Sheriff's Office  
100 Bush Blvd.  
Sanford , FL 32773

**Objectives:**

**008.01 - Conduct a review of a specified number of felony cases to determine if career criminal criteria are met.**

**008.02 - Prosecute a specified number of offenders as career criminals.**

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 3: Performance

### Section Questions:

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

Ans: N/A

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

Ans: N/A

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 4: Financial

### General Financial Info:

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

**Financial Reporting Frequency for this Subgrant:** Quarterly

**Is the subgrantee a state agency?:** No

**SAMAS / Vendor Number:** 59-6000856

### Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$69027.00	\$0.00	\$69027.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$3944.00	\$0.00	\$3944.00
Operating Capital	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>-- Totals --</b>	<b>\$72971.00</b>	<b>\$0.00</b>	<b>\$72971.00</b>
<b>Percentage</b>	<b>100.0</b>	<b>0.0</b>	<b>100.0</b>

### Project Generated Income:

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

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 4: Financial (cont.)

### Budget Narrative:

SALARIES AND BENEFITS actual costs are \$77,243. The SCSO is requesting \$69,027 and will match the difference of 8,216.

The budget for this program will support the Salary and benefits of a full-time investigative position that will perform career criminal investigations for the Sheriff's Office. Investigations will include working in depth with the State Attorneys Office to ensure maximum sentencing for these repeat offenders. Staff position represents a continuation of the net personnel increase to the Sheriff's Office, which was established during the initial year of the grant

SALARY (1 Full-time Investigator) \$53,851  
Benefits (rounded)FICA (7.65)\$4,120  
Retirement (25%)\$11,056  
Life/Health/Workers Comp \$8,216

EXPENSES actual costs are \$6,500. The SCSO is requesting \$3,944 and will match the difference of \$2,556. These funds will be used to purchase office and program supplies/equipment, operational funds, printing, software, program literature, communication fees, (pager, phone, internet), computer supplies and peripheral equip, membership/dues, training with related travel and/or per diem, and other operational equipment necessary for operations.

OFFICE SUPPLIES/PRINTING \$1,200  
INVESTIGATIVE EQUIPMENT (LESS THAN \$1,000)\$2,300  
SOFTWARE/COMPUTER SUPPLIES \$1,000  
COMMUNICATION \$800  
SMALL OFFICE/COMPUTER EQUIP. ( less than \$1,000) \$1,200

FEDERAL	MATCH	TOTAL
TOTAL: \$72,971	\$10,772	\$83,743

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 4: Financial (cont.)

### Section Questions:

Indicate the Operating Capital Outlay threshold established by the subgrantee.

Ans: 1000

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

Ans: No

If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Ans: N/A

If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Ans: N/A

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 5: Standard Conditions

Insert Standard Conditions Page here.

**Standard Conditions**

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 16 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide and Edward Byrne Memorial Justice Assistance Grant (JAG) Program Guidance as well as Florida laws and regulations including the Florida Administrative Code Chapter 11D-9, Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program. Further, the Subgrant Recipient agrees to comply with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-110, A-102, A-122, A-133, A-87, as applicable; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule and Part 67, Drug-free Workplace.**

2. **Allowable Costs**

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles of allowability and standards for selected cost items set forth in the OJP Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments", or OMB Circular A-21, "Cost Principles for Educational Institutions".
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

3. **Reports**

a. **Project Performance Reports**

- (1) **Reporting Time Frames:**The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate and timely may result in sanctions, as specified in item 16, Performance of Agreement Provisions.

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

**Other Reports:**

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

**b. Financial Reports**

- (1) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Monthly Project Expenditure Reports (1-11) are due thirty-one (31) days after the end of the reporting period. Quarterly Project Expenditure Reports (1-3) are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Financial Claim Reports shall be submitted. A final Project Expenditure Report and a Criminal Justice Contract (Financial) Closeout Package shall be submitted to the Department within forty-five (45) days of the subgrant termination period. Such claim shall be distinctly identified as "final".
- (2) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCGJ). A subgrant recipient shall submit either monthly or quarterly project expenditures in order to report current project costs. Reports are to be submitted even when no reimbursement is being requested.
- (3) All claims for reimbursement shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (4) Before the "final" project expenditure request will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (5) The subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date covering subgrant project generated income and expenditures during the previous quarter. (See Item 9, Program Income.)

**c. Other Reports**

The subgrant recipient shall submit other reports as may be reasonably required by the Department.

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

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

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

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

**6. Obligation of Subgrant Recipient Funds**

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

**7. Advance Funding**

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

**8. Travel and Training**

- a. All travel expenses relating to field trips with youth requires written approval of the Department prior to commencement of actual travel.
- b. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, Florida Statutes.
- c. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, Florida Statutes.

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

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

**10. Approval of Consultant Contracts**

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when their rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the *OJP Financial Guide*, U.S. Department of Justice Common Rule for State and Local Governments, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts.

**11. Property Accountability**

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

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

---

continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

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

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

**13. Copyright**

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

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

**14. Publication or Printing of Reports**

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

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

**15. Audit**

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in The Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of Sections 11.45 and 215.97, Florida Statutes, and Chapters 10.550 and 10.600, Rules of the Florida Auditor General.
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the subgrant recipient.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.

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

---

- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OBM Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or notification of non-applicability should be sent to the following address:

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

**16. Performance of Agreement Provisions**

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

**17. Commencement of Project**

- a. If a project has not begun within sixty (60) days after acceptance of the subgrant award, the subgrant recipient shall send a letter to the Department indicating steps to initiate the project, reason for delay and request a revised project starting date.
- b. If a project has not begun within ninety (90) days after acceptance of the subgrant award, the subgrant recipient shall send another letter to the Department, again explaining the reason for delay and request another revised project starting date.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this agreement.

**18. Excusable Delays**

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign

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

---

or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.

- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
  - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
  - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
  - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

**19. Written Approval of Changes in this Approved Agreement**

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

- a. Changes in project activities, target populations, service providers, implementation schedules, designs or research plans set forth in the approved agreement;
- b. Budget deviations that do not meet the following criterion. That is, a subgrant recipient may transfer funds between budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget item; or,
- c. Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Department. Transfers do not allow for increasing the quantitative number of items documented in any approved budget item, i.e., increasing the quantity of equipment items in Operating Capital Outlay or Expense categories, or staff positions in the Salaries and Benefits category.)
- d. Under no circumstances can transfers of funds increase the total budgeted award.

**20. Disputes and Appeals**

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

**21. Conferences and Inspection of Work**

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

**22. Access To Records**

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the OJP Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and made or received by the subgrant recipient or its contractor in conjunction with this agreement.

**23. Retention of Records**

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

**24. Signature Authority**

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

**25. Delegation of Signature Authority**

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

**26. Personnel Changes**

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

**27. Background Check**

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

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have

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

---

access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to Chapter 435, F.S., using the level 2 standards set forth in that chapter.

- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
  - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
  - (2) Such background investigations shall be conducted at the expense of the employing agency. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

**28. Drug Court Projects**

- a. A Drug Court Project funded by the JAG Grant Program must contain the 10 key elements outlined in the U.S. Department of Justice, Office of Justice Programs, Drug Courts Program Office, program guidelines "Defining Drug Courts: The Key Components", January 1997. This document can be obtained from FDLE, Office of Criminal Justice Grants, at (850) 410-8700.
- b. To ensure more effective management and evaluation of drug court programs, the subgrant recipient agrees that drug court programs funded with this award shall collect and maintain follow-up data on criminal recidivism and drug use relapse of program participation. The data collected must be available to U.S. DOJ and FDLE upon request.

**29. Overtime for Law Enforcement Personnel**

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

**30. Criminal Intelligence System**

- a. The purpose of the federal regulation published in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies is to assure that subgrant recipients of federal funds for the principal purpose of operating a criminal intelligence system under the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq., as amended, use those funds in conformance with the privacy and constitutional rights of individuals.
- b. The subgrant recipient and a criminal justice agency that is the implementing agency agree to certify that they operate a criminal intelligence system in accordance with Sections 802(a) and 818(c) of the Omnibus Crime Control and Safe Streets Act of 1968, as amended and comply with criteria as set forth in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies and in the Bureau of Justice Assistance's Formula Grant Program Guidance. Submission of this certification is a prerequisite to entering into this agreement.

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

**31. Confidential Funds**

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

**32. Equal Employment Opportunity (EEO)**

- a. No person, on the grounds of race, creed, color or national origin shall be excluded from participation in, be refused benefits of, or otherwise subjected to discrimination under grants awarded pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and, Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, F, G and H.
- b. The subgrant recipient and the implementing agency agree to certify that they either do or do not meet EEO program criteria as set forth in Section 501 of The Federal Omnibus Crime Control and Safe Streets Act of 1968, as amended and that they have or have not formulated, implemented and maintained a current EEO Program. Submission of this certification is a prerequisite to entering into this agreement. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have 120 days after the date this agreement was made to comply with the Act or face loss of federal funds subject to the sanctions in the Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and 28 CFR Section 42.207 Compliance Information).
- c. Any subgrant recipient or implementing agency receiving a single grant award for \$500,000 or more OR an aggregate of grant awards for \$1,000,000 or more during any 18 month period in federal funds, must have approval of its EEO Plan by the U.S. DOJ, Office for Civil Rights (OCR). The subgrantee shall submit its EEO Plan to FDLE, for submittal to the U.S. DOJ, OCR for approval. The submission shall be in both paper copy and electronic format. If the U.S. DOJ, OCR has approved an agency's EEO Plan during the two previous years, it is not necessary to submit another EEO Plan. Instead, the subgrantee need only send a copy of its approval letter from the OCR. However, if the EEO Plan approval is more than two years old, an updated Plan must be submitted.
- d. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**33. Americans with Disabilities Act**

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

**34. Immigration and Nationality Act**

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

**35. National Environmental Policy Act (NEPA)**

a. The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds,

- (1) New construction;
- (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
- (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

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

**36. Non-Procurement, Debarment and Suspension**

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant's Responsibilities). These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department.

**37. Federal Restrictions on Lobbying**

a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Florida Department of Law Enforcement

- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. The undersigned certifies, to the best of his or her knowledge and belief, that:
- (1) No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - (2) If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.
  - (3) The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all subgrant recipients shall certify and disclose accordingly.

**38. State Restrictions on Lobbying**

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

**39. "Pay-to-Stay"**

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

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

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

- a. General Requirement: The subgrantee agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrantee understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law

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

---

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

1. Provide medical screening of personnel assigned or to be assigned by the subgrantee to the seizure or closure of clandestine methamphetamine laboratories;
2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrantee to either the seizure or closure of clandestine methamphetamine laboratories;
3. As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
4. Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
5. Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs 5. and 6. immediately above in order to ensure proper compliance;
8. Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
9. Included among the personnel involved in seizing of clandestine methamphetamine laboratories, or have immediate access to, qualified personnel who can respond to the potential health needs of any offender(s)' children or other children present or living at the seized laboratory site. Response actions should include, at a minimum and as necessary, taking children into protective custody, immediately testing them for methamphetamine toxicity, and arranging for any necessary follow-up medical tests, examinations or health care.

**41. Limited English Proficiency**

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

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

**42. The Coastal Barrier Resources Act**

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

**43. Enhancement of Security**

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

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

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

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

The subgrantee assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**45. Flood Disaster Protection Act**

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

**46. National Historic Preservation Act**

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

properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

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

The subgrantee will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants, M7100.1; and all other applicable State and Federal laws, orders, circulars, or regulations.

**48. Public Safety Officers' Health Benefits Provision**

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

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## 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.**

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

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

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

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

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

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

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

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.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## Subgrantee Organization

Organization Name: City of Lake Mary

Organization Type: COUNTY

County Organization is Located In: Seminole

FEID OR SAMAS: FL-1484975

## Chief Official Position

Name: Thomas Greene

Title: Mayor

Address: Post Office Box 958445

City: Lake Mary

State: FL Zip: 32795

Email: [ivangilder@lakemaryfl.com](mailto:ivangilder@lakemaryfl.com)

Phone: 407-585-1400 Ext: Fax: 407-585-1498 Suncom:

## Chief Financial Official Position

Name: Jacqueline Sova

Title: Finance Director

Address: 100 N Country Club Road

City: Lake Mary

State: FL Zip: 32746

Email: [jsova@lakemaryfl.com](mailto:jsova@lakemaryfl.com)

Phone: 407-585-1409 Ext: Fax: Suncom: 407-585-1498

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## Implementing Agency Organization

**Organization Name:** City of Lake Mary Police Department

**Organization Type:** COUNTY

**County Organization is Located In:** Seminole

**FEID OR SAMAS:** FL-1484975

## Chief Official Position

**Name:** Richard Beary

**Title:** Chief of Police

**Address:** 165 E. Crystal Lake Avenue

**City:** Lake Mary

**State:** FL **Zip:** 32746

**Email:** rbeary@lakemaryfl.com

**Phone:** 407-585-1301 **Ext:** **Fax**

**Suncom:** 407-585-1375

## Project Director Position

**Name:** Lori VanGilder

**Title:** CA/CSO

**Address:** 165 E Crystal Lake Ave

**City:** Lake Mary

**State:** FL **Zip:** 32746

**Email:** lvangilder@lakemaryfl.com

**Phone:** 407-585-1340 **Ext:** **Fax**

**Suncom:** 407-585-1375

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## General Project Information

**Project Title:** COMMUNITY PARTNERSHIP AGAINST GANGS

**Project Sequence No:** 0

**Subgrantee:** City of Lake Mary

**Implementing Agency:** City of Lake Mary Police Department

**Project Start Date:** 10/3/2005

**End Date:** 9/29/2006

## Problem Identification

The City of Lake Mary has identified a need to further educate our own staff, as well as a need to reach out to the community to increase knowledge and awareness of the criminal street gang subculture. Through education and training we are aware that street gangs exist in virtually every community in America, and that with street gangs comes drug activity and other criminal ventures. While, to date, the City of Lake Mary has been very lucky in that the gang subculture has not dramatically affected day to day life in our City, as an agency we want to ensure that we continue to be very proactive in confronting the issue head on, before our community does have a larger program.

One of the largest stumbling blocks that has been identified is that while many of the public lay-people may believe that they have some concept of "street gangs" their perception is largely created based upon the information that they see on television or read in newspapers and not from first hand knowledge. One of our goals in this partnership, therefore, is to ensure that all of the members of our agency have well rounded working knowledge of the various criminal street gangs. This education is to include insight into the criminal street gang ideology, how to identify the various street gangs, and how to recognize the criminal activities they may be committing within our city.

The second goal is to reach out to our community and educate them. The Lake Mary Police Department has established neighborhood watch groups throughout the various subdivisions in the City and the Community Relations Division meets with each group at minimum two times per year to discuss various safety topics. The current goal is to do educational sessions at the Lake Mary Police Department training room with the neighborhood watch groups so that the parents in the community are educated with regards to the criminal street gang subculture.

It is our belief that the prevention of gang activity starts at home, and parents need to know what they should watch for in their child's activity and clothing that would indicate that the child is headed on a path towards membership or affiliation with a street gang. Certain clothing styles or items, worn in a particular way, may not mean much to the average adult. However within the street gang subculture, it means a lot to have a particular colored bandanna, worn on a particular side. Furthermore, the average parent

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Problem Identification (Continued)

does not have first hand knowledge of what wearing one pant leg or another rolled up may mean, much less knowing that it could be important to note if one particular shoe over another is always untied.

Most young adults ?doodle? on their school folders and papers, and many adults do not take much note of the ?doodling.? However the criminal street gangs have a penchant for graffiti and the drawings may be practice renderings of their gang symbols. With the need to be discreet about their street gang affiliation, paired with the members? desire to wear ?colors? of their group, some street gangs have taken to wearing the shirts, jerseys, shorts, jackets or caps of various college and professional sports teams which are in the color of choice for that particular street gang. Therefore, it may be an indication to a parent of a young adult if their non-sports oriented child is suddenly seeking a sports jersey for a specific team that they have not previously had interest in.

Within the basic ideology of the criminal street gang their colors, logos, the symbology of this subculture is so specific from gang to gang, and so ingrained in everything the members wear, draw, and do that we feel that the parents within our community need to be educated to prevent their children being drawn in.

At the Lake Mary Police Department training room we will be able to show them color pictures, large renderings of graffiti, and videos of gang members communicating using subtle body gestures and hand gestures that may otherwise go unnoticed by a less educated public.

Furthermore, with this educational partnership the Lake Mary Police Department will also offer training to all city employees who are interested in learning more about this subculture. Our program goal for this community partnership against gangs is to education over 200 civilians and over 50 law enforcement personnel on criminal street gang identifiers. Overall, it is the position of the City of Lake Mary Police Department that if we are proactive in our education approach, before the problem gets out of hand and overwhelms the community that perhaps we can save some of our children from entering into this subculture.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## Project Summary

Within the Community Partnership Against Gangs program to be commenced by the City of Lake Mary Police Department, specifically sworn law enforcement Officers who are assigned to the Community Relations Division, will be providing educational sessions informing both law enforcement officers and citizens with regards to street gangs. These training sessions will be held in special training offered to officers from Lake Mary and within Seminole county, citywide to any interested parents or parties, as well as at neighborhood watch meetings hosted in the Lake Mary Police Department training room. It is our belief that a very strong proactive approach in educating the community with regards to the symbology, ideology and trends of the street gang community will help steer young adults away from embracing this subculture.

Currently, the City of Lake Mary does not have a large street gang problem, however training and experience tells us that there are active criminal street gangs in virtually every community in America. With the development of street gangs there is the inevitable increase in narcotics crimes and other street crimes. It is the stance of the Lake Mary Police Department to be very strong and proactive against the development of criminal street gangs so that the problems that will follow are ebbed before they increase. Within the specified program purpose area 01B.02, funding can be utilized for gang related education and training to parents, and program purpose area 01B.3 is for community presentations. It is our goal to reach out to both of these communities to ensure that our adult population is fully aware and oriented to this criminal subculture so that they can work in partnership with the Police Department in watching the young adults in the city for signs or trends towards this type of organization.

While this project will initiate in 2005, and will be funded for only one year, the funding will be adequate to sustain the project. The operating capital outlay of \$14,899.00 will only need to be expended one time for the program to be successful as what is needed for our partnership program to be a success is a presentation system in our Police Department Training Room with the ability to show video tapes and DVD tapes large enough for all members of the audience to see and be able to appreciate, as well as transparency and LCD projections. All of these elements are necessary based upon the need to show the community members the nonverbal communications that take place by hand movements or gestures by the members of the street gangs, as well as show them the symbols that they may see their children doodling, examples of the clothing, and the manner of wearing their clothing that is significant for various street gangs.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## General Performance Info:

Performance Reporting Frequency for this Subgrant: Quarterly

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



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

**State Purpose Area:** 01B - Gang Related Education and Training

**Activity Description:**

**Activity:** Community Presentations

**Target Group:** Other

**Geographic Area:** City-Wide

**Location Type:** Neighborhood

**Target Group Questions:**

**Please provide the name of the target group.**

**Objectives:**

**01B.03 - Conduct a specified number of community presentations.**

**Measure: Part 1**

How many community presentations will be conducted?

Goal: 10

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## Section Questions:

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

Ans:

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

Ans:

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## General Financial Info:

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

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

SAMAS / Vendor Number: FL-1484975

## Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital	\$13000.00	\$0.00	\$13000.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>-- Totals --</b>	<b>\$13000.00</b>	<b>\$0.00</b>	<b>\$13000.00</b>
<b>Percentage</b>	<b>100.0</b>	<b>0.0</b>	<b>100.0</b>

## Project Generated Income:

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

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## Budget Narrative:

To enhance the success of our Community Partnership Against Gangs program, the Lake Mary Police Department training room is in need of upgraded technology to create what is commonly called a "smart classroom." The system that we will be implementing with this grant funding will allow the instructors while standing in front of the class, in a fluid motion without course interruption to show DVD and VHS videos to show the nuances of the non-verbal communication that the criminal street gangs use. The instructor will also be able to advance and show LCD projection images and overhead displays, again while standing in front of the classroom without interruption to the fluidity of the presentation.

Learning techniques have demonstrated that when an instructor has interruption to change slides, play audio, or, in fact, change from any one media to another, the attention of the learners is "lost" for a moment. Based upon the seriousness of the subject matter at hand and the intensity of the need for the learners to embrace the nuances of the communication it is essential that they not be lost during the presentation we find this technology essential to the success of the program.

The costs that we have attained, to date, include \$3,500.00 for a Samsung UF-80 high resolution digital presenter (elmo type); \$3,890.00 for an Eiki LC-XG110 LCD video/data projector; \$325.00 for 1 fly hardware to attach the projector to the ceiling of the room to aid in the; \$4500.00 for 1 analog way octo-plus seamless switching system; \$850.00 for 1 desktop computer with monitor to be permanently dedicated to the projection system; \$249.00 for 1 raxxess oak maple covered electronics rack; \$185.00 for 1 Raxxess electronics drawer to store remotes and other essentials; and \$1,400.00 for labor, cabling, etc to install the above described projection system. The total of all the above items is \$14,899.00; the federal grant amount is \$13,000.00 and the remaining \$1,899.00 will come from the City of Lake Mary general fund. While these costs are inclusive and will cover the cost of creating a "smart classroom" it should be noted that the City of Lake Mary requires competitive bids on all capital items over \$500.00 and that process will be undertaken prior to the purchase of any equipment, therefore the exact makes and models may be adjusted prior to requesting reimbursement.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## **Section Questions:**

Indicate the Operating Capital Outlay threshold established by the subgrantee.

Ans: 20000

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

Ans: No

If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Ans: N/A

If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Ans: N/A

**Standard Conditions**

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 16 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide and Edward Byrne Memorial Justice Assistance Grant (JAG) Program Guidance as well as Florida laws and regulations including the Florida Administrative Code Chapter 11D-9, Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program. Further, the Subgrant Recipient agrees to comply with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-110, A-102, A-122, A-133, A-87, as applicable; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule and Part 67, Drug-free Workplace.**
2. **Allowable Costs**
  - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles of allowability and standards for selected cost items set forth in the OJP Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments", or OMB Circular A-21, "Cost Principles for Educational Institutions".
  - b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.
3. **Reports**
  - a. **Project Performance Reports**
    - (1) **Reporting Time Frames:**The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate and timely may result in sanctions, as specified in item 16, Performance of Agreement Provisions.
    - (2) **Report Contents:**Performance reports must include both required sections, the quantitative response (in response to specific objectives and measures) and the qualitative narrative. The narrative must reflect on accomplishments for the quarter, incorporate specific items specified for inclusion in performance measures, and also identify problems with project implementation and address actions being taken to resolve the problems.

**Other Reports:**

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

**b. Financial Reports**

- (1) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Monthly Project Expenditure Reports (1-11) are due thirty-one (31) days after the end of the reporting period. Quarterly Project Expenditure Reports (1-3) are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Financial Claim Reports shall be submitted. A final Project Expenditure Report and a Criminal Justice Contract (Financial) Closeout Package shall be submitted to the Department within forty-five (45) days of the subgrant termination period. Such claim shall be distinctly identified as "final".
- (2) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCGJ). A subgrant recipient shall submit either monthly or quarterly project expenditures in order to report current project costs. Reports are to be submitted even when no reimbursement is being requested.
- (3) All claims for reimbursement shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (4) Before the "final" project expenditure request will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (5) The subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date covering subgrant project generated income and expenditures during the previous quarter. (See Item 9, Program Income.)

**c. Other Reports**

The subgrant recipient shall submit other reports as may be reasonably required by the Department.

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

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

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

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

**6. Obligation of Subgrant Recipient Funds**

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

**7. Advance Funding**

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

**8. Travel and Training**

- a. All travel expenses relating to field trips with youth requires written approval of the Department prior to commencement of actual travel.
- b. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, Florida Statutes.
- c. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, Florida Statutes.

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

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

**10. Approval of Consultant Contracts**

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when their rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the OJP Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts.

**11. Property Accountability**

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

continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

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

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

**13. Copyright**

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

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

**14. Publication or Printing of Reports**

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

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

**15. Audit**

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in The Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of Sections 11.45 and 215.97, Florida Statutes, and Chapters 10.550 and 10.600, Rules of the Florida Auditor General.
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the subgrant recipient.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.

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

---

- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OBM Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or notification of non-applicability should be sent to the following address:

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

**16. Performance of Agreement Provisions**

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

**17. Commencement of Project**

- a. If a project has not begun within sixty (60) days after acceptance of the subgrant award, the subgrant recipient shall send a letter to the Department indicating steps to initiate the project, reason for delay and request a revised project starting date.
- b. If a project has not begun within ninety (90) days after acceptance of the subgrant award, the subgrant recipient shall send another letter to the Department, again explaining the reason for delay and request another revised project starting date.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this agreement.

**18. Excusable Delays**

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign

or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.

- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
  - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
  - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
  - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

**19. Written Approval of Changes in this Approved Agreement**

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

- a. Changes in project activities, target populations, service providers, implementation schedules, designs or research plans set forth in the approved agreement;
- b. Budget deviations that do not meet the following criterion. That is, a subgrant recipient may transfer funds between budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget item; or,
- c. Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Department. Transfers do not allow for increasing the quantitative number of items documented in any approved budget item, i.e., increasing the quantity of equipment items in Operating Capital Outlay or Expense categories, or staff positions in the Salaries and Benefits category.)
- d. Under no circumstances can transfers of funds increase the total budgeted award.

**20. Disputes and Appeals**

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

**21. Conferences and Inspection of Work**

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

**22. Access To Records**

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

b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and made or received by the subgrant recipient or its contractor in conjunction with this agreement.

**23. Retention of Records**

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

**24. Signature Authority**

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

**25. Delegation of Signature Authority**

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

**26. Personnel Changes**

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

**27. Background Check**

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

a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have

access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to Chapter 435, F.S., using the level 2 standards set forth in that chapter.

- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
  - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
  - (2) Such background investigations shall be conducted at the expense of the employing agency. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

**28. Drug Court Projects**

- a. A Drug Court Project funded by the JAG Grant Program must contain the 10 key elements outlined in the U.S. Department of Justice, Office of Justice Programs, Drug Courts Program Office, program guidelines "Defining Drug Courts: The Key Components", January 1997. This document can be obtained from FDLE, Office of Criminal Justice Grants, at (850) 410-8700.
- b. To ensure more effective management and evaluation of drug court programs, the subgrant recipient agrees that drug court programs funded with this award shall collect and maintain follow-up data on criminal recidivism and drug use relapse of program participation. The data collected must be available to U.S. DOJ and FDLE upon request.

**29. Overtime for Law Enforcement Personnel**

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

**30. Criminal Intelligence System**

- a. The purpose of the federal regulation published in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies is to assure that subgrant recipients of federal funds for the principal purpose of operating a criminal intelligence system under the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq., as amended, use those funds in conformance with the privacy and constitutional rights of individuals.
- b. The subgrant recipient and a criminal justice agency that is the implementing agency agree to certify that they operate a criminal intelligence system in accordance with Sections 802(a) and 818(c) of the Omnibus Crime Control and Safe Streets Act of 1968, as amended and comply with criteria as set forth in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies and in the Bureau of Justice Assistance's Formula Grant Program Guidance. Submission of this certification is a prerequisite to entering into this agreement.

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

### 31. Confidential Funds

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

### 32. Equal Employment Opportunity (EEO)

- a. No person, on the grounds of race, creed, color or national origin shall be excluded from participation in, be refused benefits of, or otherwise subjected to discrimination under grants awarded pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and, Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, F, G and H.
- b. The subgrant recipient and the implementing agency agree to certify that they either do or do not meet EEO program criteria as set forth in Section 501 of The Federal Omnibus Crime Control and Safe Streets Act of 1968, as amended and that they have or have not formulated, implemented and maintained a current EEO Program. Submission of this certification is a prerequisite to entering into this agreement. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have 120 days after the date this agreement was made to comply with the Act or face loss of federal funds subject to the sanctions in the Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and 28 CFR Section 42.207 Compliance Information).
- c. Any subgrant recipient or implementing agency receiving a single grant award for \$500,000 or more OR an aggregate of grant awards for \$1,000,000 or more during any 18 month period in federal funds, must have approval of its EEO Plan by the U.S. DOJ, Office for Civil Rights (OCR). The subgrantee shall submit its EEO Plan to FDLE, for submittal to the U.S. DOJ, OCR for approval. The submission shall be in both paper copy and electronic format. If the U.S. DOJ, OCR has approved an agency's EEO Plan during the two previous years, it is not necessary to submit another EEO Plan. Instead, the subgrantee need only send a copy of its approval letter from the OCR. However, if the EEO Plan approval is more than two years old, an updated Plan must be submitted.
- d. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**33. Americans with Disabilities Act**

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

**34. Immigration and Nationality Act**

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

**35. National Environmental Policy Act (NEPA)**

a. The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds,

- (1) New construction;
- (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
- (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

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

**36. Non-Procurement, Debarment and Suspension**

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant's Responsibilities). These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department.

**37. Federal Restrictions on Lobbying**

a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more.

- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - (2) If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.
  - (3) The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all subgrant recipients shall certify and disclose accordingly.

**38. State Restrictions on Lobbying**

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

**39. "Pay -to-Stay"**

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

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

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

- a. **General Requirement:** The subgrantee agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. **Specific Requirements:** The subgrantee understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law

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

---

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

1. Provide medical screening of personnel assigned or to be assigned by the subgrantee to the seizure or closure of clandestine methamphetamine laboratories;
2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrantee to either the seizure or closure of clandestine methamphetamine laboratories;
3. As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
4. Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
5. Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs 5. and 6. immediately above in order to ensure proper compliance;
8. Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
9. Included among the personnel involved in seizing of clandestine methamphetamine laboratories, or have immediate access to, qualified personnel who can respond to the potential health needs of any offender(s)' children or other children present or living at the seized laboratory site. Response actions should include, at a minimum and as necessary, taking children into protective custody, immediately testing them for methamphetamine toxicity, and arranging for any necessary follow-up medical tests, examinations or health care.

**41. Limited English Proficiency**

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

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

**42. The Coastal Barrier Resources Act**

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

**43. Enhancement of Security**

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

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

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

The subgrantee assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**45. Flood Disaster Protection Act**

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

**46. National Historic Preservation Act**

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

properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

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

The subgrantee will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants, M7100.1; and all other applicable State and Federal laws, orders, circulars, or regulations.

**48. Public Safety Officers' Health Benefits Provision**

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

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

\_\_\_\_\_

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

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

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

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

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

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

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

Typed Name of Subgrant Recipient: City of Lake Mary

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

Typed Name and Title: Thomas C. Greene, Mayor

Date: 5/19/05

**Implementing Agency  
Official, Administrator or Designated Representative**

Typed Name of Implementing Agency: City of Lake Mary Police Department

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

Typed Name and Title: Richard M. Beary, Chief of Police

Date: May 19, 2005

**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

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

**Form Provided by the U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS,  
OFFICE OF THE COMPTROLLER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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

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

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 -

A. The applicant certifies that it and its principals:

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

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

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

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

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

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

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after the conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check here  if there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check here  if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: City of Lake Mary 100 N. Country Club Road Lake Mary, FL 32746

2. Project Name: Community Partnership Against Ganga

3. Typed Name and Title of Authorized Representative: Thomas C. Greene, Mayor

4. Signature:  \_\_\_\_\_ 5. Date: 5/19/05

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

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

**SUBGRANTEE CERTIFICATION**

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

Meets Act Criteria

Does not meet Act Criteria

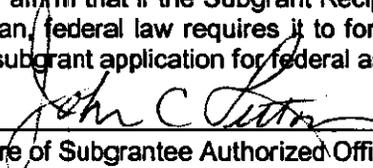
I affirm that I have read the Act criteria set forth in the Subgrant Application Instructions. I understand that if the Subgrant Recipient meets these criteria, it must formulate, implement and maintain a written EEO Plan relating to employment practices affecting minority persons and women. I also affirm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

Has a Current EEO Plan

Does Not Have a Current EEO Plan

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

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

  
\_\_\_\_\_  
Signature of Subgrantee Authorized Official

Type Name: John C. Litton

Title: City Manager

Subgrant Recipient: City of Lake Mary

Date: 5/19/05

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

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

**IMPLEMENTING AGENCY CERTIFICATION**

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

Meets Act Criteria

Does not meet Act Criteria

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

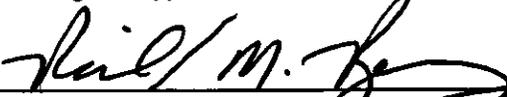
Has a Current EEO Plan

Does Not Have a Current EEO Plan

Is Included in the EEO Plan of the Subgrant Recipient.

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

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

  
\_\_\_\_\_  
Signature of Implementing Agency Authorized Official

Type Name: City of Lake Mary Police Department \_\_\_\_\_

Name of Subgrant Recipient: Richard M. Beary

Name of Implementing Agency: City of Lake Mary Police Department

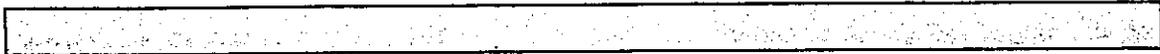
Title: Chief of Police

Date: 5/19/05

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## Subgrantee Organization

**Organization Name:** City of Casselberry  
**Organization Type:** COUNTY  
**County Organization is Located In:** Seminole  
**FEID OR SAMAS:** 59-1056912

## Chief Official Position

**Name:** Bob Goff  
**Title:** Mayor  
**Address:** 95 Triplet Lake Drive  
**City:** Casselberry  
**State:** FL **Zip:** 32707  
**Email:** bgoff@casselberry.org  
**Phone:** 407-262-7700 **Ext:** 1133 **Fax:** **Suncom:**

## Chief Financial Official Position

**Name:** Jeffrey Dreier  
**Title:** Director of Finance  
**Address:** 95 Triplet Lake Drive  
**City:** Casselberry  
**State:** FL **Zip:** 32707  
**Email:** jdreier@casselberry.org  
**Phone:** 407-262-7700 **Ext:** 1147 **Fax:** 407-262-7746 **Suncom:**

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## Implementing Agency Organization

**Organization Name:** Casselberry Police Department

**Organization Type:** COUNTY

**County Organization is Located In:** Seminole

**FEID OR SAMAS:** 59-1056912

## Chief Official Position

**Name:** John Pavlis

**Title:** Chief of Police

**Address:** 4195 US Highway 17/92

**City:** Casselberry

**State:** FL **Zip:** 32707

**Email:** jpavlis@casselberry.org

**Phone:** 407-262-7616 **Ext:** 1064 **Fax** 407-262-7644 **Suncom:**

## Project Director Position

**Name:** James Ruf

**Title:** Deputy Chief

**Address:** 4195 South US Highway 17-92

**City:** Casselberry

**State:** FL **Zip:** 32707

**Email:** kgilbert@casselberry.org

**Phone:** 407-262-7616 **Ext:** 1062 **Fax** **Suncom:**

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

--

## General Project Information

**Project Title:** TRAFFIC ENFORCEMENT TECHNOLOGY ENHANCEMENT PROJECT

**Project Sequence No:** 0

**Subgrantee:** City of Casselberry

**Implementing Agency:** Casselberry Police Department

**Project Start Date:** 10/1/2005

**End Date:** 9/30/2006

## Problem Identification

The City of Casselberry is uniquely situated in Central Florida. Commuters clog the main highways each day driving to their area destination. The City of Casselberry continuously experiences a high number of traffic crashes. In response, the Casselberry Police Department reorganized the agency and assigned an administrative manager over the Traffic Section. In addition, the City has successfully acquired the installation of a confirmation light signal at one of the most dangerous traffic intersections. The agency has requested another confirmation light signal at another high-crash intersection.

The Seminole County Community Traffic Safety Team (CCST), a multi-jurisdictional cooperative effort, meets monthly in an attempt to combat traffic issues throughout the County. The Casselberry Police Department's Traffic Section participates in the group. The goal of the Team is to reduce traffic crashes and fatalities around the county. A critical component of the effort involves the sharing of citation information between agencies, which is currently not done.

The City of Casselberry's main road arteries (SR 436 and SR 600) carry a large volume of cars each day. There were 1,351 traffic crashes on these two roads during 2004. This number accounted for sixty-six percent (66%) of all traffic crashes in the City of Casselberry.

The Traffic Section conducts proactive enforcement of these areas on a regular basis. Traffic officers have no mobile technology to assist in the enforcement of traffic laws. All traffic stops are radioed in and the Communications Section must run the tag and driver's license of the traffic violator. Having to complete citations by hand, each traffic stop takes, on average, 10 minutes to complete (with one citation issued). In addition, officers must rely on Dispatchers to query FCIC/NCIC and communicate active warrants.

Personal Digital Assistants (PDA) have the capability to print, store and send citation information, as well as allow traffic officers the ability to conduct NCIC/FCIC queries. The PDAs will allow officers to quickly issue citations and allow more time for proactive enforcement which will, in turn, assist in educating the public and thereby reduce the number of traffic crashes and fatalities.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Problem Identification (Continued)

Two more benefits will arise from the use of the PDAs. The citation data will be available for electronic submission to the Seminole County Café system, thus allowing the sharing of information for a more comprehensive view of enforcement and violations occurring in the County. In addition, the electronic entry will negate the need for any additional data entry.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Project Summary

Personal Digital Assistants (PDAs) have become a tool to meet the needs of law enforcement. These hand-held devices store data, transmit on-scene and allow for quick printing of citations. A magstrip reader is incorporated to allow immediate driver's license verification and fills in specific violator information into the citation automatically. Bluetooth technology printers enable officers to print the citations on-scene without any physical connections.

Equipment purchased with grant monies will include six (6) PocketCitation systems and three cases of paper to be used by the Traffic Section officers. These devices will allow for the quick and efficient completion of traffic citations. The six PDAs and paper will be purchased during the first month of the grant period. Training on the device will be completed in the first quarter. It is anticipated that the enforcement portion of the program will be fully implemented during the latter half of the first reporting quarter.

The PDA ticketing system will assist traffic officers in enforcing traffic laws. The devices will allow quick and accurate citation completion employing a slide-card mechanism which scans driver's licenses. The device will automatically add all the required information (name, address, etc.) of the traffic violator into the actual citation. Each traffic officer will utilize the devices to save time, produce professional looking and accurate citations, and give officers the ability to perform critical NCIC/FCIC queries. If proven to be a successful tool, the devices may be purchased for patrol officers (over the next several years).

In addition, the PDAs will store citations for submission into the RMS and (when available in the future) allow for electronic transfer to the Clerk of the Court. This procedure will eliminate duplicate entry and eliminate data errors on traffic citations. Having simple drop-down boxes and electronic printing will provide clear, professional citations with limited effort by the officers. With copies printed on-scene, violators will sign the citations and have a printed copy prior to the end of the traffic stop. It is estimated that the devices will decrease the amount of time it takes to complete a traffic stop (and issue a single citation) in half. Time to complete the issuance of multiple citations will be decreased even more.

During the grant period, the Traffic Section will conduct monthly proactive intensive deployments on the highways (SR 436 and SR 600) utilizing the PDA traffic ticketing system in an effort to reduce the number of traffic crashes and traffic fatalities in Casselberry. Lt. Scott Pleasants, the Operations Support manager, will be responsible for the overall implementation of the devices (to include the ordering of the devices and all applicable training). In addition, he will be responsible for coordinating the directed traffic enforcement deployments as well as the performance of the Traffic Section officers. Ms. Karen Gilbert will be responsible for submitting the quarterly financial and performance reports.

The overall objective of the program is to use technology, now available, to assist officers in making the roadways safer and reduce the number of traffic crashes and

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Project Summary (Continued)

fatalities in the City of Casselberry. Increased public awareness through an increased number of traffic stops will also be a goal of the grant. The third goal will be to increase officer productivity. The project location will encompass the two main highways traversing through the City of Casselberry, SR 600 and SR 436. Traffic officers will utilize the hand-held devices while conducting enforcement on these roads.

In order to determine if the objectives are met, the following project specific objectives will be used:

- Decrease the number of traffic crashes in the City by 10% from the previous year.
- Decrease the number of traffic-related fatalities in the City by 50% from the previous year.
- Increase the number of citations issued (with the PDAs) by the Traffic Section by 10% from the previous year.
- The Traffic Section will conduct twelve (12) intensive traffic deployments on the identified highways in an effort to heighten public awareness and deter drivers from engaging in traffic law violations.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

[Redacted area]

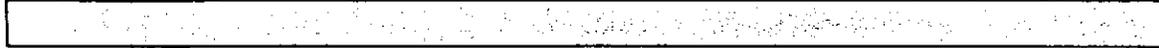
## General Performance Info:

Performance Reporting Frequency for this Subgrant: Quarterly

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



**Federal Purpose Area:** 001 - Law Enforcement Programs

**State Purpose Area:** 001 - Law Enforcement Support

**Activity Description:**

**Activity:** Equipment Purchase

**Target Group:** Other

**Geographic Area:** City-Wide

**Location Type:** Other

**Target Group Questions:**

**Please provide the name of the target group.**

**Objectives:**

**001.03 - Procuring equipment, technology, and other material directly related to basic law enforcement functions.**

**Measure: Part 1**

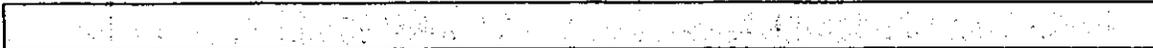
Will there be procurement of any equipment, technology or other material directly related to basic law enforcement functions?

Goal: Yes

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## Section Questions:

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

Ans: The grant funds will be utilized to purchase technology to assist in the enforcement of traffic laws. The entire jurisdiction of Casselberry will be the geographical area targeted with added emphasis on SR 600 and SR 436.

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

Ans: The equipment purchased with grant funds will be used by the Traffic Section on the highways and roadways within the City of Casselberry.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## General Financial Info:

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

**Financial Reporting Frequency for this Subgrant:** Quarterly

**Is the subgrantee a state agency?:** No

**SAMAS / Vendor Number:** 59-1056912

## Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital	\$19500.00	\$0.00	\$19500.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>-- Totals --</b>	<b>\$19500.00</b>	<b>\$0.00</b>	<b>\$19500.00</b>
<b>Percentage</b>	<b>100.0</b>	<b>0.0</b>	<b>100.0</b>

## Project Generated Income:

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

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## **Budget Narrative:**

PocketCitation Bundle iPAQ 5150 With Magstripe Reader and Zebra RW420 (printer) 6 @

\$3,750 each = \$ 22, 500

Zebra Thermal Paper (cases) 3 @ \$143 each = \$ 429

TOTAL \$ 22,929

The grant funding will provide \$19,500 for the project. The remaining amount will be supplied by the City of Casselberry in matching cash funds. The match will be taken from a budgeted item and be available October 1, 2005.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## **Section Questions:**

Indicate the Operating Capital Outlay threshold established by the subgrantee.

Ans: 1000

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

Ans: No

If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Ans: No indirect costs are included in the grant budget.

If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Ans: No services are included in the grant budget

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



Insert Standard Conditions Page here.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

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

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

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

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

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

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

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

Typed Name of Subgrant Recipient: Bob Goff

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

Typed Name and Title: Bob Goff, City Mayor

Date: May 18, 2005

**Implementing Agency  
Official, Administrator or Designated Representative**

Typed Name of Implementing Agency: John J. Pavlis

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

Typed Name and Title: John J. Pavlis, Chief of Police

Date: May 18, 2005

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

[Redacted area]

Insert Certifications and Authorizations here.

**Standard Conditions**

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 16 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide and Edward Byrne Memorial Justice Assistance Grant (JAG) Program Guidance as well as Florida laws and regulations including the Florida Administrative Code Chapter 11D-9, Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program. Further, the Subgrant Recipient agrees to comply with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-110, A-102, A-122, A-133, A-87, as applicable; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule and Part 67, Drug-free Workplace.**
2. **Allowable Costs**
  - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles of allowability and standards for selected cost items set forth in the OJP Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments", or OMB Circular A-21, "Cost Principles for Educational Institutions".
  - b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.
3. **Reports**
  - a. **Project Performance Reports**
    - (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.  
  
Failure to submit Quarterly Performance Reports that are complete, accurate and timely may result in sanctions, as specified in item 16, Performance of Agreement Provisions.
    - (2) Report Contents: Performance reports must include both required sections, the quantitative response (in response to specific objectives and measures) and the qualitative narrative. The narrative must reflect on accomplishments for the quarter, incorporate specific items specified for inclusion in performance measures, and also identify problems with project implementation and address actions being taken to resolve the problems.

Other Reports:

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

**b. Financial Reports**

- (1) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Monthly Project Expenditure Reports (1-11) are due thirty-one (31) days after the end of the reporting period. Quarterly Project Expenditure Reports (1-3) are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Financial Claim Reports shall be submitted. A final Project Expenditure Report and a Criminal Justice Contract (Financial) Closeout Package shall be submitted to the Department within forty-five (45) days of the subgrant termination period. Such claim shall be distinctly identified as "final".
- (2) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCGJ). A subgrant recipient shall submit either monthly or quarterly project expenditures in order to report current project costs. Reports are to be submitted even when no reimbursement is being requested.
- (3) All claims for reimbursement shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (4) Before the "final" project expenditure request will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (5) The subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date covering subgrant project generated income and expenditures during the previous quarter. (See Item 9, Program Income.)

**c. Other Reports**

The subgrant recipient shall submit other reports as may be reasonably required by the Department.

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

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

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

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

**6. Obligation of Subgrant Recipient Funds**

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

**7. Advance Funding**

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

**8. Travel and Training**

- a. All travel expenses relating to field trips with youth requires written approval of the Department prior to commencement of actual travel.
- b. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, Florida Statutes.
- c. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, Florida Statutes.

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

Program income means the gross income earned by the subgrant recipient during the subgrant period, as a direct result of the subgrant award. Program income shall be handled according to the OJP Financial Guide

and U.S. Department of Justice Common Rule for State and Local Governments (reference 31 CFR Part 206 - Management of Federal Agency Receipts, Disbursements, and Operation of The Cash Management Improvement Fund).

**10. Approval of Consultant Contracts**

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when their rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the OJP Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts.

**11. Property Accountability**

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

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

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

**13. Copyright**

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

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

**14. Publication or Printing of Reports**

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

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

**15. Audit**

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in The Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of Sections 11.45 and 215.97, Florida Statutes, and Chapters 10.550 and 10.600, Rules of the Florida Auditor General.
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the subgrant recipient.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are

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

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

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

**16. Performance of Agreement Provisions**

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

**17. Commencement of Project**

- a. If a project has not begun within sixty (60) days after acceptance of the subgrant award, the subgrant recipient shall send a letter to the Department indicating steps to initiate the project, reason for delay and request a revised project starting date.
- b. If a project has not begun within ninety (90) days after acceptance of the subgrant award, the subgrant recipient shall send another letter to the Department, again explaining the reason for delay and request another revised project starting date.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this agreement.

**18. Excusable Delays**

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign

or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.

- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
  - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
  - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
  - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

**19. Written Approval of Changes in this Approved Agreement**

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

- a. Changes in project activities, target populations, service providers, implementation schedules, designs or research plans set forth in the approved agreement;
- b. Budget deviations that do not meet the following criterion. That is, a subgrant recipient may transfer funds between budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget item; or,
- c. Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Department. Transfers do not allow for increasing the quantitative number of items documented in any approved budget item, i.e., increasing the quantity of equipment items in Operating Capital Outlay or Expense categories, or staff positions in the Salaries and Benefits category.)
- d. Under no circumstances can transfers of funds increase the total budgeted award.

**20. Disputes and Appeals**

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

**21. Conferences and Inspection of Work**

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

**22. Access To Records**

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the OJP Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and made or received by the subgrant recipient or its contractor in conjunction with this agreement.

**23. Retention of Records**

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

**24. Signature Authority**

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

**25. Delegation of Signature Authority**

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

**26. Personnel Changes**

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

**27. Background Check**

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

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

- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
- (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
  - (2) Such background investigations shall be conducted at the expense of the employing agency. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

**28. Drug Court Projects**

- a. A Drug Court Project funded by the JAG Grant Program must contain the 10 key elements outlined in the U.S. Department of Justice, Office of Justice Programs, Drug Courts Program Office, program guidelines "Defining Drug Courts: The Key Components", January 1997. This document can be obtained from FDLE, Office of Criminal Justice Grants, at (850) 410-8700.
- b. To ensure more effective management and evaluation of drug court programs, the subgrant recipient agrees that drug court programs funded with this award shall collect and maintain follow-up data on criminal recidivism and drug use relapse of program participation. The data collected must be available to U.S. DOJ and FDLE upon request.

**29. Overtime for Law Enforcement Personnel**

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

**30. Criminal Intelligence System**

- a. The purpose of the federal regulation published in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies is to assure that subgrant recipients of federal funds for the principal purpose of operating a criminal intelligence system under the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq., as amended, use those funds in conformance with the privacy and constitutional rights of individuals.
- b. The subgrant recipient and a criminal justice agency that is the implementing agency agree to certify that they operate a criminal intelligence system in accordance with Sections 802(a) and 818(c) of the Omnibus Crime Control and Safe Streets Act of 1968, as amended and comply with criteria as set forth in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies and in the Bureau of Justice Assistance's Formula Grant Program Guidance. Submission of this certification is a prerequisite to entering into this agreement.
- c. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or criminal justice agency operates a criminal intelligence system and does not meet Act and federal regulation criteria, they must indicate

when they plan to come into compliance. Federal law requires a subgrant-funded criminal intelligence system project to be in compliance with the Act and federal regulation prior to the award of federal funds. The subgrant recipient is responsible for the continued adherence to the regulation governing the operation of the system or faces the loss of federal funds. The Department's approval of the subgrant recipient agreement does not constitute approval of the subgrant-funded development or operation of a criminal intelligence system.

**31. Confidential Funds**

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

**32. Equal Employment Opportunity (EEO)**

- a. No person, on the grounds of race, creed, color or national origin shall be excluded from participation in, be refused benefits of, or otherwise subjected to discrimination under grants awarded pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and, Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, F, G and H.
- b. The subgrant recipient and the implementing agency agree to certify that they either do or do not meet EEO program criteria as set forth in Section 501 of The Federal Omnibus Crime Control and Safe Streets Act of 1968, as amended and that they have or have not formulated, implemented and maintained a current EEO Program. Submission of this certification is a prerequisite to entering into this agreement. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have 120 days after the date this agreement was made to comply with the Act or face loss of federal funds subject to the sanctions in the Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and 28 CFR Section 42.207 Compliance Information).
- c. Any subgrant recipient or implementing agency receiving a single grant award for \$500,000 or more OR an aggregate of grant awards for \$1,000,000 or more during any 18 month period in federal funds, must have approval of its EEO Plan by the U.S. DOJ, Office for Civil Rights (OCR). The subgrantee shall submit its EEO Plan to FDLE, for submittal to the U.S. DOJ, OCR for approval. The submission shall be in both paper copy and electronic format. If the U.S. DOJ, OCR has approved an agency's EEO Plan during the two previous years, it is not necessary to submit another EEO Plan. Instead, the subgrantee need only send a copy of its approval letter from the OCR. However, if the EEO Plan approval is more than two years old, an updated Plan must be submitted.
- d. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**33. Americans with Disabilities Act**

Subgrantees must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state

and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

**34. Immigration and Nationality Act**

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

**35. National Environmental Policy Act (NEPA)**

a. The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds,

- (1) New construction;
- (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
- (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

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

**36. Non-Procurement, Debarment and Suspension**

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant's Responsibilities). These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department.

**37. Federal Restrictions on Lobbying**

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification is subject to a civil penalty

of not less than \$10,000 and not more than \$100,000 for each failure to file.

d. The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.
- (3) The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all subgrant recipients shall certify and disclose accordingly.

**38. State Restrictions on Lobbying**

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

**39. "Pay -to-Stay"**

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

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

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

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

Therefore, the subgrantee further agrees that in order to avoid or mitigate the possible adverse

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

1. Provide medical screening of personnel assigned or to be assigned by the subgrantee to the seizure or closure of clandestine methamphetamine laboratories;
2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrantee to either the seizure or closure of clandestine methamphetamine laboratories;
3. As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
4. Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
5. Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs 5. and 6. immediately above in order to ensure proper compliance;
8. Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
9. Included among the personnel involved in seizing of clandestine methamphetamine laboratories, or have immediate access to, qualified personnel who can respond to the potential health needs of any offender(s)' children or other children present or living at the seized laboratory site. Response actions should include, at a minimum and as necessary, taking children into protective custody, immediately testing them for methamphetamine toxicity, and arranging for any necessary follow-up medical tests, examinations or health care.

#### **41. Limited English Proficiency**

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance to assist agencies to comply with Title VI requirements. The guidance document can be accessed on the

Internet at [www.lep.gov](http://www.lep.gov), or by contacting OJP's Office for Civil Rights at (202) 307-0690, or by writing to the following address:

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

**42. The Coastal Barrier Resources Act**

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

**43. Enhancement of Security**

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

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

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

The subgrantee assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**45. Flood Disaster Protection Act**

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

**46. National Historic Preservation Act**

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

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

The subgrantee will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the

provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants, M7100.1; and all other applicable State and Federal laws, orders, circulars, or regulations.

**48. Public Safety Officers' Health Benefits Provision**

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

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

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

**SUBGRANTEE CERTIFICATION**

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

Meets Act Criteria

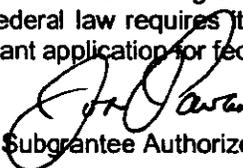
Does not meet Act Criteria

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

Has a Current EEO Plan  
 Does Not Have a Current EEO Plan

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

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

  
Signature of Subgrantee Authorized Official

Type Name: John J. Pavlis

Title: Chief of Police

Subgrant Recipient: City of Casselberry

Date: May 18, 2005

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

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

**IMPLEMENTING AGENCY CERTIFICATION**

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

Meets Act Criteria

Does not meet Act Criteria

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

Has a Current EEO Plan  Does  Not  
Have a Current EEO Plan

Is Included in the EEO Plan of the Subgrant Recipient.

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

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

  
Signature of Implementing Agency Authorized Official

Type Name: John J. Pavlis

Name of Subgrant Recipient: City of Casselberry

Name of Implementing Agency: Casselberry Police Department

Title: Chief of Police

Date: May 18, 2005

**AUTOMATED DATA PROCESSING (ADP) EQUIPMENT AND SOFTWARE AND  
CRIMINAL JUSTICE INFORMATION AND COMMUNICATION SYSTEMS REQUEST  
FOR APPROVAL FORM**

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

***By signature above, the subgrantee is certifying intention to comply with the General Guidelines, Section I, and is requesting approval of proposed activity through response to Required Information, Section II.***

**Section I: General Guidelines for Subgrantees:**

1. The application for procurement of ADP equipment and software shall be written in a manner consistent with maximum open and free competition in the procurement of hardware, software and related services.
1. Criminal justice information and communication systems shall be designed and programmed to maximize the use of standard and readily available computer equipment and programs. Subgrantees should utilize the past experience of other agencies which have successfully implemented such systems. A detailed requirements analysis should be performed and a search for existing software that could meet the identified requirements should be made before new software is developed. If new software is developed, it shall be designed and documented so that other criminal justice agencies will be able to use it with minor modifications and at minimum cost.
3. Subgrantees shall request approval prior to arranging for patent of computer software programs. Federal requirements governing copyright apply in all cases. The U. S. Department of Justice reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes the copyright in any work developed under a subaward and any rights of copyright to which a subgrantee purchases ownership with grant support.

**NOTE:**

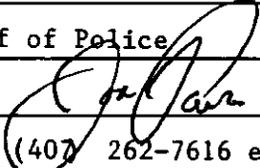
*If the total purchase or lease price exceeds \$100,000, justification must be submitted FDLE on these forms for approval. If the purchase or lease is less than \$100,000, the applicant may provide justification in the application itself.*

**Section II: Required Information:**

1. A description of the ADP hardware and/or software you plan to purchase, including:
  - a. Number of units and projected cost of each.
  - b. Equipment specifications including disk drive storage space, amount of random access memory, microprocessor size and speed, and any other pertinent system specifications. If a network is purchased, specify the type of file server, hub/routers, network cards, network wiring and installation costs. If a printer is purchased, indicate the type of printer.
  - c. Software specifications including name and version (ex. Microsoft Windows® 6.0) and the number of licenses to be acquired.
  - d. A brief description of how the proposed equipment and/or software will be used to further grant objectives.
2. Certify that ADP hardware and software procurement complies with existing federal, state, and local laws and regulations.

**AUTOMATED DATA PROCESSING (ADP) EQUIPMENT AND SOFTWARE AND  
CRIMINAL JUSTICE INFORMATION AND COMMUNICATION SYSTEMS REQUEST  
FOR APPROVAL FORM**

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

<b>Name of Subgrant Recipient:</b> City of Casselberry
<b>Authorized Official for Subgrant Recipient or Implementing Agency</b>
<b>Typed Name of Authorized Official:</b> John J. Pavlis
<b>Typed Title:</b> Chief of Police
<b>Signature:</b> 
<b>Telephone Number:</b> (407) 262-7616 ext. 1064
<b>Date:</b> May 18, 2005

**AUTOMATED DATA PROCESSING (ADP) EQUIPMENT AND SOFTWARE AND  
CRIMINAL JUSTICE INFORMATION AND COMMUNICATION SYSTEMS REQUEST  
FOR APPROVAL FORM**

Florida Department of Law Enforcement

Edward Byrne Memorial Justice Assistance Grant Program

Equipment to be purchased:

6 PocketCitation hand-held ticketing systems @ \$3,750 each

iPAQ pocket PC h5150 specification:

- Integrated Bluetooth wireless technology
- Security: VPN and data file encryption software
- Software: Microsoft Windows Mobile 2003 Software for Pocket PC
- Processor: 400 MHz Intel Xscale
- Memory: 64 MB RAM
- Display: 3.8" transfective TFT technology with 64K color

3 Zebra RW 420 @ \$143 each

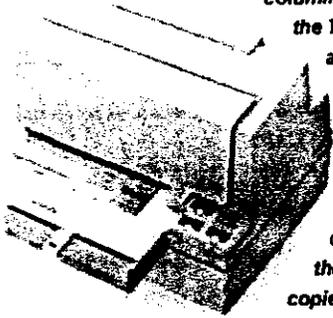
Wireless mobile printer specifications:

- Direct thermal printing
- Print area 4.09"/104mm
- Resolution: 203 dpi/8 dots per mm
- Memory: 4 MB Flash, 8MB DRAM
- Construction: Impact modified polycarbonate abrasion resistant rubber overmold
- Drop specification: 6-foot multiple drops to concrete
- LCD: Ergonomic, angled display
- Width: 6.3"/160mm
- Depth: 3.0"/76 mm
- Height: 6.9"/175 mm
- Weight: 2.00 lbs/975 g
- Software Programming language: Native CPCL with ZPL and EPL emulations

The equipment listed above will be issued to the officers assigned to the Traffic Section. The PDAs will be utilized during traffic enforcement within the Casselberry city limits. The PDAs will further the grant objectives by allowing officers the ability to quickly complete traffic citations and return to proactive enforcement.

**Epson TM-U590 High Impact Printer - Parallel**

The TM-U590 is a high speed, multi-function slip printer designed for printing multi-part documents up to 88 columns in width. Best used for document printing, the TM-U590 will print up to 5 part copies for applications in law enforcement and other public safety organizations. The TM-U590 is supported by Epson's standard ESC/POS® command system and is a Windows compatible product. Other features include print fonts of 7x9 and 9x9, a print speed of 2.8 for the 88 columns of print and 4.9 for 40 columns and the capability to produce an original plus four copies for added convenience. The TM-U590 has an MCBF of 29 million lines and conforms to all the industry safety standards.



**ScanShell 800 DL scanner - USB**

The ScanShell 800 scanner is a photo/DL scanner that scans the front of any state driver's license and electronically converts the text. It can be used with 2D licenses or licenses without any machine readable code. With almost 100% accuracy this device speeds up data entry and eliminates typing errors. Another benefit of the scanner is a photo record of all DL's scanned by the officer. The photo is automatically extracted from each scan and can be uploaded or attached to any form for entry into any Record Management System (RMS).



**Zebra RW420 Thermal Printer - Bluetooth**

Designed for the Road Warrior, the Zebra RW 420 is a mobile printer ideal for citations and parking violations on the go. Its convenient vehicle mounting and charging options as well as its user intuitive interfaces and angled display allow for easy use while on the go! Uniquely designed for harsh outdoor environments, the RW 420 endures extreme temperatures and weather conditions. Bounce it in the truck, carry it in the rain, drop it to the pavement, and expect the same performance day in and day out.



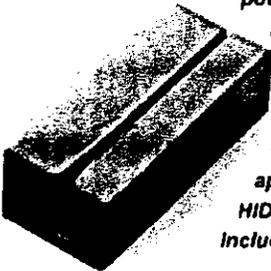
**Ipaq h5150**

The new HP IPAQ Pocket PC for mobile professionals, with versatile wireless solutions and integrated security, is like having your office in your pocket. This indispensable wireless tool has a winning combination of size, weight, functionality, and expandability. Key features include integrated wireless capability with Bluetooth, removable battery, enhanced security, high contrast screen technology, "cool applications", access to corporate data, integration with Microsoft Outlook and Exchange, and increased memory options.



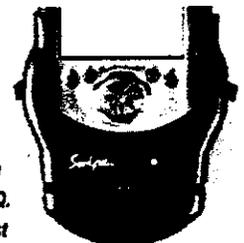
**Magtek 3-track black magstripe reader - USB**

The Magtek magstripe reader is a 3-track capable reader powered by the USB interface - no external power is required. With bi-directional read capability, the reader is compatible with any state driver's license with a magstripe. Once a DL is swiped, the Virtual Partner engine stores the data in a common interface making it available for any application or for use in any form. The reader is a USB HID device and is available in black or pearl white. Includes USB interface cable.



**iSwipe**

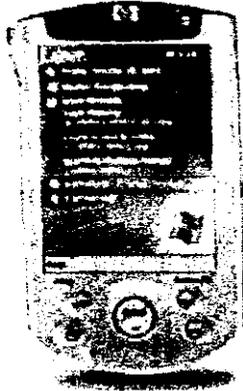
iSwipe's small size and lightweight construction is easily attached to the IPAQ series of handheld devices via a serial port at the bottom of the IPAQ leaving the expansion packs available for other complimentary devices. With a simple swipe of a card, data is stored directly on application software resident on the IPAQ. iSwipe is powered by the host IPAQ requiring no additional batteries. The power drain from the IPAQ is minimal due to unique power saving circuitry.



Advanced Public Safety develops targeted technology solutions that address the specific challenges of today's police organizations. APS works with each agency to customize our solutions to meet the exact requirements of the agency. Our solutions are unique because all of the applications are completely designed and developed by law enforcement officers.



# HP iPAQ Pocket PC h5150 (FA106A) - specifications and warranty



## Specifications

Operating systems installed	Windows Mobile™ 2003 software - Premium Edition
Processor	Intel® 400 MHz processor with Xscale™ technology
Connectivity, std.	Integrated Bluetooth® wireless technology, wireless ready with addition of WLAN 802.11b card (PCMCIA, CF or SDIO)
Expansion slot	SD slot: SD, SDIO, and MMC support
Memory, std.	64 MB SDRAM, 32 MB Flash ROM
Display	3.8" diagonal viewable image size; Transflective TFT LCD; 64K colors; 240 x 320 resolution
Input type	Pen and touch interface
Audio	Microphone, speaker, one 3.5 mm headphone jack, MP3 stereo (through audio jack)
External i/o ports	Interface with USB/Serial connectivity that connects via serial or USB cable
Dimensions (L x W x H)	5.23 x 3.3 x 0.63 in.
Weight	6.59 oz
Warranty, std.	1-year limited
Software included on CD	Microsoft® Outlook® 2002, Microsoft ActiveSync® 3.7, Media Player, Adobe PDF viewer, presenter-to-go, Westek ClearVue Suite, F-Secure FileCrypto Data Encryption, and more
Software included with product (on ROM)	Windows Mobile 2003 software (Premium Edition), iPAQ Backup, iPAQ File Store, iPAQ Image viewer, iPAQ Task Manager, Bluetooth® Manager, and more
What's in the box	HP iPAQ Pocket PC h5150, USB Desktop cradle/charger, AC adapter, holster with belt clip, battery, getting started poster, charger adapter, HP iPAQ Pocket PC Companion CD

## RW Series



With robust magnetic and EMV certified smart card support, the RW Series is simply the most powerful handheld printer.

### PRINT CHARACTERISTICS

Print method: Direct Thermal  
Resolution: 203 dpi/8 dots per mm  
Maximum print speed: 3"/76.2 mm per second

### PRINT AREA

Maximum Width: 4.09"/104 mm  
Maximum Length: Continuous

### MEMORY

4 MB Flash, 8 MB DRAM

### PHYSICAL CHARACTERISTICS

Construction: Impact modified polycarbonate, abrasion resistant rubber overmold.  
Drop specification: 6-foot multiple drops to concrete  
LCD: Ergonomic, angled display for better viewing  
Strain relief RS 232 serial interface  
Fanfold slot for accepting external media  
Self-centering media holders

#### (Base Version)

Width: 6.3"/160 mm  
Depth: 3.0"/76 mm  
Height: 6.9"/175 mm  
Weight: 2.00 lbs./907 g

#### (Card Reader Version)

Width: 6.3"/160 mm  
Depth: 3.1"/79 mm  
Height: 6.9"/175 mm  
Weight: 2.15 lbs./975 g

### MEDIA SPECIFICATIONS

Media width: 2"/51 mm to 4.12"/105 mm

\*Specifications listed are for base model printers with standard features only unless otherwise noted. Specifications subject to change without notice. All product and brand names are trademarks of their respective companies. All rights reserved.

## Specifications at a Glance\*

### STANDARD FEATURES

Rugged design  
4 button angled LCD (standard)  
Standard Serial and USB interfaces  
Advanced 32-bit architecture for high speed processing  
Smart battery management

### OPERATING CHARACTERISTICS

#### Environment

Meets IP54 rating  
Operating Temp. -4° F/-20° C to 131° F/55° C  
Storage Environ. -22° F/-30° C to 149° F/65° C  
Operating Humidity 10-90% non-condensing  
Storage Humidity 10-90% non-condensing

#### Electrical

Standard 4.0 Ah, 7.4V battery  
External charging options (vehicle and AC)  
Shock mounted internal components  
Selectable baud rate: 9600 to 115.2 Kbps  
Xon/Xoff or hardware flow control (RTS/CTS)  
USB 2.0 full speed support, 12 Mbits/second

#### Regulatory

FCC Part 15 Class B, VCCI Class B, NOM/NYCE  
CE compliance (Class B), C-Tick

#### Software

Programming Language: Native CPCL with ZPL and EPL emulations (standard)  
Auto-detect firmware load  
Smart battery management (monitors battery for longer life and performance)

#### Communication

Bluetooth™ v. 1.2 or 302.11b (optional)  
Standard cable connection: RS-232, RJ-45 10 pin  
Standard USB 2.0 full speed

### MEDIA CHARACTERISTICS

Max. Roll Size (O.D.): 2.25"/57 mm  
Max. Media Width: 4.12"/105 mm  
I.D. core: .75"/19 mm or 1.38"/34.9 mm  
Thickness: .002"/.05 mm-.0063"/.16 mm  
Media Types: direct thermal tags or receipt paper, synthetic media, UV coated media, limited label support  
For optimum print quality and printer performance, use Genuine Zebra® supplies.

### FONTS/GRAPHICS/SYMBOLOLOGIES

#### Fonts and Character Sets

Standard Fonts: 25 bitmapped, 1 smooth, scalable (CG Triumvirate Bold Condensed)\*  
Optional Fonts: downloadable bitmapped and scalable fonts  
International character sets (optional): Chinese 16 x 16 (trad), 16 x 16 (simplified), 24 x 24 (simplified); Japanese 16 x 16, 24 x 24, Hebrew/Arabic

#### Graphic Features

Supports user-defined fonts and graphics-including custom logos

#### Bar Code Symbolologies

Linear Bar Codes: Code 39, Code 93, UCC/EAN 128, Code 128, UPC-A, UPC-E, EAN-8, EAN-13, EAN 14, UPC and EAN 2 or 5 digital extensions, Plessey, FIM Postnet, Interleaved 2 of 5, MSI, Codabar  
2 Dimensional: PDF 417, DataMatrix, Maxi Code, RSS, Composite Symbolology, QR

\*Contains UFST from Agfa Monotype Corporation



### OPTIONS AND ACCESSORIES

Magnetic stripe reader and EMV certified smart card reader  
Lithium Ion Fast AC Charger  
Lithium Ion Quad Charger  
Fanfold bin  
Cigarette lighter charger (for in-vehicle charging)  
Vehicle cradle for docking and charging  
Ram Mount Kit  
Shoulder Strap/ Hand Strap  
Environmental Soft Case  
Fanfold media support



#### HEADQUARTERS

Zebra Technologies International, LLC T: +1 847 793 2600 or +1 900 423 0442 F: +1 847 913 8766  
Address: 333 Corporate Woods Parkway, Vernon Hills, IL 60061-3109 U.S.A. web: www.zebra.com

#### OTHER LOCATIONS

USA: California, Florida, Rhode Island, Wisconsin EUROPE: Denmark, France, Germany, Italy, Spain, United Kingdom ASIA-PACIFIC: Australia, China, Japan, Singapore, South Korea LATIN AMERICA: Argentina, Brazil, Mexico AFRICA/MIDDLE EAST: South Africa, United Arab Emirates



CE-ISO 9001 Registered Company  
USA: 05349-0264  
29420H Corp. Printed in U.S.A.  
#0264-01 Rev. 1/00 01 58

**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

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

**Form Provided by the U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS,  
OFFICE OF THE COMPTROLLER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)". The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

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

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

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

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS  
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 -

A. The applicant certifies that it and its principals:

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

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

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

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

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

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

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after the conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check here  If there are workplaces on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061.7.

Check here  If the State has elected to complete OJP Form 4061.7.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67: Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address: Casselberry Police Department, 4195 South US Highway 17-92  
Casselberry, Florida 32707

2. Project Name: Traffic Enforcement Technology Enhancement Project

3. Typed Name and Title of Authorized Representative: John J. Pavlis, Chief of Police

4. Signature: 

5. Date: May 18, 2005

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 1: Administration

### Subgrantee Organization

**Organization Name:** City of Altamonte Springs  
**Organization Type:** COUNTY  
**County Organization is Located In:** Seminole  
**FEID OR SAMAS:** 59-6000263

### Chief Official Position

**Name:** Russel Hauck  
**Title:** Major  
**Address:** 175 Newburyport Avenue  
**City:** Altamonte Springs  
**State:** FL **Zip:** 32701  
**Email:** walters@aspd.org  
**Phone:** 407-571-8269 **Ext:** **Fax:** **Suncom:**

### Chief Financial Official Position

**Name:** Cam McCoy  
**Title:** Deputy Director Finance  
**Address:** 175 Newburyport Avenue  
**City:** Altamonte Springs  
**State:** FL **Zip:** 32701  
**Email:** camccoy@altamonte.org  
**Phone:** 407-571-8063 **Ext:** **Fax:** **Suncom:**

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 1: Administration (con't)

### Implementing Agency Organization

**Organization Name:** Altamonte Springs Police Department

**Organization Type:** COUNTY

**County Organization is Located In:** Seminole

**FEID OR SAMAS:** 59-6000263

### Chief Official Position

**Name:** Robert Merchant

**Title:** Chief of Police

**Address:** 175 Newburyport Avenue

**City:** Altamonte Springs

**State:** FL **Zip:** 32701

**Email:** merchant@aspd.org

**Phone:** 407-571-8191 **Ext:** **Fax** **Suncom:**

### Project Director Position

**Name:** RL Stafford

**Title:** Officer

**Address:** 175 Newburyport Avenue

**City:** Altamonte Springs

**State:** FL **Zip:** 32701

**Email:** stafford@aspd.org

**Phone:** 407-571-8226 **Ext:** **Fax** 407-571-8193 **Suncom:**

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 2: Project Overview

### General Project Information

**Project Title:** IN CAR CAMERA'S CATCH CRIMINALS III

**Project Sequence No:** 3

**Subgrantee:** City of Altamonte Springs

**Implementing Agency:** Altamonte Springs Police Department

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

### Problem Identification

The Altamonte Springs Police department has purchased two (2) additional in car camera systems to actively enforcement traffic infractions. This now takes the number of car cameras installed to fourteen (14), The vehicles in which the cameras were installed were chosen due to the officers training new recruits, interest in education of the public, traffic enforcement, and DUI productivity. Monthly evaluations were made for system durability, officer usage, and situations where the system was deployed or not deployed.

In Altamonte Springs there has been an increase in people driving under the influence, increase in alcohol related crimes while operating a motor vehicle, and decrease in successful prosecution for the people who are arrested for driving under the influence.

Increase the prosecution rate for all alcohol related traffic incidents by installing in car video camera's in marked patrol vehicles. The video documentation will depict the violation of the driver, actions of the driver, visual proof of the roadside assessment, and a visual of the location of the stop/assessment therefore juries and judges can see for themselves the degree of impairment when the traffic stop occurred.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 2: Project Overview (cont.)

### Project Summary

One of the Altamonte Springs Police departments' goal is to make the roads safer, reduce personal injury accidents related to alcohol and violations of motor vehicle laws, and reduce all criminal and civil violations of all traffic laws. These goals are achieved through the departments programs based upon innovated methods of Enforcement, Engineering, and Education. It is the responsibility of the entire police department to identify locations of prominent motor vehicle violations and take aggressive steps to reduce the likelihood of future violations.

The short term goal is to show an initial increase of driving under the influence arrests and successful prosecution. Then show the prevention awareness programs, aggressive targeting of locations, and engineering programs have been successful due to less violations documented in the troubled areas. Altamonte Springs Police department has already established benchmarks for these areas and will be able to easily show the success of the in car cameras in all three methods, Enforcement, Engineering, and Education.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 3: Performance

### General Performance Info:

Performance Reporting Frequency for this Subgrant: Quarterly

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 3: Performance

**Federal Purpose Area:** 001 - Law Enforcement Programs

**State Purpose Area:** 022 - DUI Enforcement and Prosecution

**Activity Description:**

**Activity:** Law Enforcement

**Target Group:** Drunk Drivers

**Geographic Area:** City-Wide

**Location Type:** Other

**Objectives:**

**022.01 - Arrest a specified number of offenders for Driving Under the Influence.**

Measure: Part 1

How many offenders will be arrested for Driving Under the Influence?

Goal: 90

**022.03 - Conduct a specified number of DUI motor vehicle checkpoint stops.**

Measure: Part 1

How many DUI motor vehicle checkpoint stops will be conducted?

Goal: 9

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 3: Performance

**Federal Purpose Area:** 001 - Law Enforcement Programs

**State Purpose Area:** 022 - DUI Enforcement and Prosecution

### Objectives:

**022.05 - Train a specified number of federal, state, and local law enforcement officers in the proper use and operation of evidentiary breath test instruments.**

#### Measure: Part 1

How many law enforcement officers will be trained in the proper use and operation of evidentiary breath test instruments?

Goal: 1

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 3: Performance

### Section Questions:

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

Ans:

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

Ans: The streets and highways in Altamonte Springs, Florida. We will utilizing the in car cameras to document all traffic encounters.

The encounters will be taped and saved for access by the state attorneys office and judges for criminal cases.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 4 - Financial

### General Financial Info:

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

**Financial Reporting Frequency for this Subgrant:** Quarterly

**Is the subgrantee a state agency?:** No

**SAMAS / Vendor Number:** 59-6000263

### Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital	\$31500.00	\$0.00	\$31500.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>-- Totals --</b>	<b>\$31500.00</b>	<b>\$0.00</b>	<b>\$31500.00</b>
<b>Percentage</b>	<b>100.0</b>	<b>0.0</b>	<b>100.0</b>

### Project Generated Income:

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

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 4: Financial (cont.)

### Budget Narrative:

#### Operating Capital Outlay

In Car Camera's Systems 5 @ \$6300.00 Total Cost \$31,500.00

Front Panel, 100 GB HD, Audio Cameras, Wireless Audio pack, CC1400HZ 12 VOC Clr Pelco Camera, and 100 GB Hard Dive. Extra microphones, wire protection pipes, wires, hard drives, CAT 6 lines, and included with operation training.

The digital video hardware technology chosen for this project will provide a system that is proven for routing high-resolution video images to multiple pre-determined locations. This will ensure images are available for the State Attorney's office and enhance our prosecution efforts.

A dedicated storage unit will be used to adequately provide the necessary infrastructure to store video images and route them appropriately for court purposes. The large storage capacity allows for long mission operation without identifying and reloading tape cartridges.

TOTAL: \$31,500.00

All purchases will be made in accordance with establish purchasing procedures of the City of Altamonte Springs.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 4: Financial (cont.)

### Section Questions:

Indicate the Operating Capital Outlay threshold established by the subgrantee.

Ans: 750

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

Ans: No

If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Ans: none

If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Ans: none

## Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 16 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide and Edward Byrne Memorial Justice Assistance Grant (JAG) Program Guidance as well as Florida laws and regulations including the Florida Administrative Code Chapter 11D-9, Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program. Further, the Subgrant Recipient agrees to comply with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-21, A-110, A-102, A-122, A-133, A-87, as applicable; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule and Part 67, Drug-free Workplace.**
2. **Allowable Costs**
  - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles of allowability and standards for selected cost items set forth in the OJP Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments", or OMB Circular A-21, "Cost Principles for Educational Institutions".
  - b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.
3. **Reports**
  - a. **Project Performance Reports**
    - (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.  
  
Failure to submit Quarterly Performance Reports that are complete, accurate and timely may result in sanctions, as specified in item 16, Performance of Agreement Provisions.
    - (2) Report Contents: Performance reports must include both required sections, the quantitative response (in response to specific objectives and measures) and the qualitative narrative. The narrative must reflect on accomplishments for the quarter, incorporate specific items specified for inclusion in performance measures, and also identify problems with project implementation and address actions being taken to resolve the problems.

**Other Reports:**

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

**b. Financial Reports**

- (1) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Monthly Project Expenditure Reports (1-11) are due thirty-one (31) days after the end of the reporting period. Quarterly Project Expenditure Reports (1-3) are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Financial Claim Reports shall be submitted. A final Project Expenditure Report and a Criminal Justice Contract (Financial) Closeout Package shall be submitted to the Department within forty-five (45) days of the subgrant termination period. Such claim shall be distinctly identified as "final".
- (2) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCGJ). A subgrant recipient shall submit either monthly or quarterly project expenditures in order to report current project costs. Reports are to be submitted even when no reimbursement is being requested.
- (3) All claims for reimbursement shall be submitted in sufficient detail for proper pre-audit and post-audit.
- (4) Before the "final" project expenditure request will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (5) The subgrant recipient shall submit Quarterly Project Generated Income Reports to the Department by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date covering subgrant project generated income and expenditures during the previous quarter. (See Item 9, Program Income.)

**c. Other Reports**

The subgrant recipient shall submit other reports as may be reasonably required by the Department.

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

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

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

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

**6. Obligation of Subgrant Recipient Funds**

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

**7. Advance Funding**

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

**8. Travel and Training**

- a. All travel expenses relating to field trips with youth requires written approval of the Department prior to commencement of actual travel.
- b. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, Florida Statutes.
- c. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, Florida Statutes.

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

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

**10. Approval of Consultant Contracts**

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when their rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the OJP Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts.

**11. Property Accountability**

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

continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

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

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

**13. Copyright**

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

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

**14. Publication or Printing of Reports**

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

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

**15. Audit**

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in The Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of Sections 11.45 and 215.97, Florida Statutes, and Chapters 10.550 and 10.600, Rules of the Florida Auditor General.
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the subgrant recipient.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Florida Department of Law Enforcement

- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OBM Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or notification of non-applicability should be sent to the following address:

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

**16. Performance of Agreement Provisions**

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

**17. Commencement of Project**

- a. If a project has not begun within sixty (60) days after acceptance of the subgrant award, the subgrant recipient shall send a letter to the Department indicating steps to initiate the project, reason for delay and request a revised project starting date.
- b. If a project has not begun within ninety (90) days after acceptance of the subgrant award, the subgrant recipient shall send another letter to the Department, again explaining the reason for delay and request another revised project starting date.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this agreement.

**18. Excusable Delays**

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign

or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.

- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
  - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
  - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
  - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

**19. Written Approval of Changes in this Approved Agreement**

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

- a. Changes in project activities, target populations, service providers, implementation schedules, designs or research plans set forth in the approved agreement;
- b. Budget deviations that do not meet the following criterion. That is, a subgrant recipient may transfer funds between budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget item; or,
- c. Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Department. Transfers do not allow for increasing the quantitative number of items documented in any approved budget item, i.e., increasing the quantity of equipment items in Operating Capital Outlay or Expense categories, or staff positions in the Salaries and Benefits category.)
- d. Under no circumstances can transfers of funds increase the total budgeted award.

**20. Disputes and Appeals**

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

**21. Conferences and Inspection of Work**

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

**22. Access To Records**

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the OJP Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and made or received by the subgrant recipient or its contractor in conjunction with this agreement.

**23. Retention of Records**

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

**24. Signature Authority**

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

**25. Delegation of Signature Authority**

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

**26. Personnel Changes**

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

**27. Background Check**

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

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have

access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to Chapter 435, F.S., using the level 2 standards set forth in that chapter.

- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
  - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
  - (2) Such background investigations shall be conducted at the expense of the employing agency. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

#### **28. Drug Court Projects**

- a. A Drug Court Project funded by the JAG Grant Program must contain the 10 key elements outlined in the U.S. Department of Justice, Office of Justice Programs, Drug Courts Program Office, program guidelines "Defining Drug Courts: The Key Components", January 1997. This document can be obtained from FDLE, Office of Criminal Justice Grants, at (850) 410-8700.
- b. To ensure more effective management and evaluation of drug court programs, the subgrant recipient agrees that drug court programs funded with this award shall collect and maintain follow-up data on criminal recidivism and drug use relapse of program participation. The data collected must be available to U.S. DOJ and FDLE upon request.

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

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

#### **30. Criminal Intelligence System**

- a. The purpose of the federal regulation published in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies is to assure that subgrant recipients of federal funds for the principal purpose of operating a criminal intelligence system under the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq., as amended, use those funds in conformance with the privacy and constitutional rights of individuals.
- b. The subgrant recipient and a criminal justice agency that is the implementing agency agree to certify that they operate a criminal intelligence system in accordance with Sections 802(a) and 818(c) of the Omnibus Crime Control and Safe Streets Act of 1968, as amended and comply with criteria as set forth in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies and in the Bureau of Justice Assistance's Formula Grant Program Guidance. Submission of this certification is a prerequisite to entering into this agreement.

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

### **31. Confidential Funds**

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

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

- a. No person, on the grounds of race, creed, color or national origin shall be excluded from participation in, be refused benefits of, or otherwise subjected to discrimination under grants awarded pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and, Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, F, G and H.
- b. The subgrant recipient and the implementing agency agree to certify that they either do or do not meet EEO program criteria as set forth in Section 501 of The Federal Omnibus Crime Control and Safe Streets Act of 1968, as amended and that they have or have not formulated, implemented and maintained a current EEO Program. Submission of this certification is a prerequisite to entering into this agreement. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have 120 days after the date this agreement was made to comply with the Act or face loss of federal funds subject to the sanctions in the Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and 28 CFR Section 42.207 Compliance Information).
- c. Any subgrant recipient or implementing agency receiving a single grant award for \$500,000 or more OR an aggregate of grant awards for \$1,000,000 or more during any 18 month period in federal funds, must have approval of its EEO Plan by the U.S. DOJ, Office for Civil Rights (OCR). The subgrantee shall submit its EEO Plan to FDLE, for submittal to the U.S. DOJ, OCR for approval. The submission shall be in both paper copy and electronic format. If the U.S. DOJ, OCR has approved an agency's EEO Plan during the two previous years, it is not necessary to submit another EEO Plan. Instead, the subgrantee need only send a copy of its approval letter from the OCR. However, if the EEO Plan approval is more than two years old, an updated Plan must be submitted.
- d. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**33. Americans with Disabilities Act**

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

**34. Immigration and Nationality Act**

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

**35. National Environmental Policy Act (NEPA)**

a. The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds,

- (1) New construction;
- (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
- (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

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

**36. Non-Procurement, Debarment and Suspension**

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant's Responsibilities). These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department.

**37. Federal Restrictions on Lobbying**

a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more.

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

---

- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - (2) If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.
  - (3) The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all subgrant recipients shall certify and disclose accordingly.

**38. State Restrictions on Lobbying**

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

**39. "Pay-to-Stay"**

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

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

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

- a. **General Requirement:** The subgrantee agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. **Specific Requirements:** The subgrantee understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law

enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

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

1. Provide medical screening of personnel assigned or to be assigned by the subgrantee to the seizure or closure of clandestine methamphetamine laboratories;
2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrantee to either the seizure or closure of clandestine methamphetamine laboratories;
3. As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
4. Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
5. Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs 5. and 6. immediately above in order to ensure proper compliance;
8. Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
9. Included among the personnel involved in seizing of clandestine methamphetamine laboratories, or have immediate access to, qualified personnel who can respond to the potential health needs of any offender(s)' children or other children present or living at the seized laboratory site. Response actions should include, at a minimum and as necessary, taking children into protective custody, immediately testing them for methamphetamine toxicity, and arranging for any necessary follow-up medical tests, examinations or health care.

**41. Limited English Proficiency**

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

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

**42. The Coastal Barrier Resources Act**

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

**43. Enhancement of Security**

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

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

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

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

The subgrantee assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**45. Flood Disaster Protection Act**

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

**46. National Historic Preservation Act**

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

properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

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

The subgrantee will comply and assure the compliance of all contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act; as appropriate; the provisions of the current edition of the Office of Justice Program Financial and Administrative Guide for Grants, M7100.1; and all other applicable State and Federal laws, orders, circulars, or regulations.

**48. Public Safety Officers' Health Benefits Provision**

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

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

**H. Signature Page**

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

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

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

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

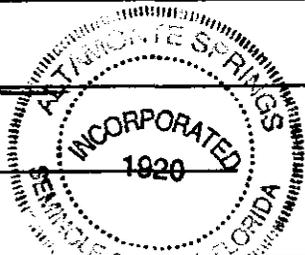
Date: \_\_\_\_\_

Typed Name of Subgrant Recipient: City of Altamonte Springs

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

Typed Name and Title: Russel E. Hauck, Mayor

Date: 5/12/05



Typed Name of Implementing Agency: Altamonte Springs Police Department

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

Typed Name and Title: Robert C. Merchant, Jr., Chief of Police

Date: 5/12/05

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

**IMPLEMENTING AGENCY CERTIFICATION**

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

Meets Act Criteria                       Does not meet Act Criteria

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

Has a Current EEO Plan                       Does Not Have a Current EEO Plan

Is Included in the EEO Plan of the Subgrant Recipient.

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

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



\_\_\_\_\_  
Signature of Implementing Agency Authorized Official

Type Name: Robert C. Merchant, Jr.

Name of Subgrant Recipient: Seminole County

Name of Implementing Agency: Altamonte Springs Police Department

Title: Chief of Police

Date: 5.4.05

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Section 7: Certifications and Authorizations

Insert Certifications and Authorizations here.



# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## Implementing Agency Organization

**Organization Name:** City of Sanford Police Department

**Organization Type:** COUNTY

**County Organization is Located In:** Seminole

**FEID OR SAMAS:** 59-6000425

## Chief Official Position

**Name:** Brian Tooley

**Title:** Police Chief

**Address:** Post Office Box 1788

**City:** Sanford

**State:** FL **Zip:** 32771

**Email:** horanmt@ci.sanford.fl.us

**Phone:** 407-323-3030 **Ext:** **Fax** **Suncom:**

## Project Director Position

**Name:** Brian Tooley

**Title:** Police Chief

**Address:** Post Office Box 1788

**City:** Sanford

**State:** FL **Zip:** 32771

**Email:** horanmt@ci.sanford.fl.us

**Phone:** 407-323-3030 **Ext:** **Fax** **Suncom:**

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## General Project Information

**Project Title:** SANFORD TRAFFIC TECHNOLOGY ENHANCEMENT I

**Project Sequence No:** 0

**Subgrantee:** City of Sanford Police Department

**Implementing Agency:** City of Sanford Police Department

**Project Start Date:** 10/1/2005

**End Date:** 9/30/2006

## Problem Identification

The City of Sanford is uniquely situated at the "Gateway" of a Tourism Mecca, Central Florida. The City is the intersection of four major arterial roadways and the terminus of the Amtrak Autotrain. Sanford, located in Seminole County has the potential for becoming a major anchor for Orange, Seminole, Volusia counties and points beyond its Central Florida boundaries. Given its prime location, Sanford is quickly becoming a natural transportation hub connecting travelers to Interstate 4, US 17/92, SR 46 and SR 417 (an extension of the Central Florida Greenway). With a population of more than 46,000 fulltime residents, Sanford continues to be in the midst of an explosive growth and development phase. Motorists attempting to navigate in and around a city that is constantly undergoing redevelopment and growth, contribute to an increase in traffic related problems. Serving as the Seminole County Seat, commuters seeking local and county government sites bring additional traffic to the roadways in the city. In addition, Sanford has become a "pass through" for visitors, connecting them to a number of tourist destinations such as Disney World, Daytona Beach, Kennedy Space Center, St. Augustine, and other attraction areas throughout Central Florida.

Adding to the congestion and creating additional traffic enforcement problems, is the Seminole Towne Center, a 1.3 million square foot shopping mall with surrounding developments located at the intersection of Interstate 4 and SR 46. Statistical data reflects an estimated 75,000 motorists travel to and from this area daily. Sanford continues development efforts to "remake" the city. An example of two newly completed projects. The Sanford Riverwalk and Downtown Main Street redevelopment which is staged for numerous special events, attracting large attendance. The Expansion of the Orlando-Sanford International Airport, which handled over one million passengers in 2004, is one of the fastest growing airports in the country. Future airport expansion plans will increase the number of commuters and travelers traversing these roadways daily and add to the traffic enforcement and management concerns.

Within the Sanford city limits are three of the 15 most dangerous intersections in Seminole County. These intersections along with their respective rankings are Interstate four and S.R. 46 (5th), Airport Blvd. And US 17-92 (7th), and Lake Mary Blvd. and US 17-92 (12th). These intersections accounted for a total of 361 traffic crashes, resulting in 153 injuries and \$1,213,700.00 in damages. A need for aggressive traffic safety

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Problem Identification (Continued)

measures indicators include but are not limited to exceeding speed limit, improper passing, following too closely, improper lane change, and violation of right of way.

Given the location, expansive growth, and volume of residents/visitors traveling these roadways, Sanford continuously experiences a high number of traffic crashes. In response, the Sanford Police Department purchased six Harley Davidson Police motorcycles in 2004. With the deployment of these motorcycles the Police Department has taken a proactive approach to the traffic safety concerns in a rapidly growing city. The recent reorganization of the Police Department assigned a Police Lieutenant as a manager over the Traffic Unit. In addition, the City has accomplished the installation of a confirmation light signal at one of the most dangerous traffic intersections. The agency has requested another confirmation light signal to be placed at another high-crash intersection.

Currently, the Sanford Police Department Traffic Unit participates in two multi-agency traffic safety efforts initiated in Seminole County. These two groups are the Community Traffic Safety Team and the City/County/State Traffic Team. These Unified multi-agency efforts apply a comprehensive approach to traffic safety and the reduction of traffic crashes. These teams are governed by two written agreements, the Traffic Enforcement and Management Team Inter-local Agreement, and the Inter-local Combined Voluntary Cooperative Assistance-mutual Aid Agreement. The Seminole County Community Traffic Safety Team meets monthly in an attempt to combat traffic issues throughout the County. A critical component of the effort involves the sharing of information between agencies. Currently citation sharing information is not available to officers and deputies in the field.

The Traffic Unit conducts proactive enforcement operations on a regular basis. Having to complete citations by hand, each traffic stop takes, on average, 10 minutes to complete with the issuance of one citation. The devices will allow officers to quickly issue citations and redeploy. This redeployment should augment proactive enforcement which, in turn will increase the effectiveness of these operations, and reduce the number of traffic crashes and fatalities.

Other benefits will arise from the use of the PocketCitation system. Future "Unified Technology" efforts are possible with this system having the capability of downloading citation data for electronic submission to the Seminole County CAFE' and RMS systems currently utilized by the Sanford Police Department and all other county Law Enforcement Agencies. This information will provide a comprehensive view of violations and related enforcement occurring in the County. Presently, this data is manually entered by the Records unit at the Sanford Police Department.

Future "Unified Technology" will allow Motorcycle Traffic Officers the ability to conduct

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Problem Identification (Continued)

NCIC/FCIC queries with the Pocket Citation system. All traffic stops are conducted on radio having the Communications Center query the tag and driver's license of the traffic violator. In addition, officers must rely on dispatchers to query FCIC/NCIC and communicate active warrants. Additional wireless hardware and software enables the system making this possible. Funding for this option is not requested in this proposal.

### Link to Community Policing and Homeland Security

Sanford Police Officers are the first line of defense, while reducing crime and the fear of terrorism while providing homeland security to the city. The Police Department provides law enforcement and public safety services to the Orlando/Sanford International Airport (OSI), Amtrak Auto Train Terminus, numerous State, County, City facilities and Seminole Community College. The OSI and Amtrak/Autotrain bring millions of visitors to this city annually. The Motorcycle Police Officers assigned this addition technology shall enhance their roles in this task and ensure additional support increasing our level of commitment to a Partnership with the Community and Homeland Security. The Motorcycle Police Officers activities have direct links to our community policing programs and efforts, which are a matter of Sanford Police Department Public Policy. Public awareness and education on issues of traffic safety are paramount in these efforts.

The Motorcycle Traffic Unit deployment shall include but not limit to the following strategies

- > Undercover speed enforcement operations
- > High intensity aggressive driving patrol
- > Use of selective traffic enforcement tactics and programs
- > Media coverage, pre and post news releases, live re coverage during operations
- > Public education and awareness
- > Involve Brevard/Seminole State Attorney's Office
- > Coordinate victim panels for schools, drivers education classes and community organizations
- > Involve the Medical Community
- > Road improvement efforts which incorporate traffic calming measures
- > Network with other traffic safety and enforcement programs throughout the state

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## Project Summary

Equipment purchased with grant monies will include six (6) PocketCitation systems and three cases of paper to be used by the Motorcycle Traffic Unit Officers. These devices will allow for the quick and efficient completion of traffic citations. The six devices and paper will be purchased during the first month of the grant period. Training on the device will be completed in the first quarter shortly after the delivery of the devices. It is anticipated that the enforcement portion of the program will be fully implemented during the latter half of the first reporting quarter.

The PocketCitation system will assist Motorcycle Traffic Officers in enforcing traffic laws. The devices will allow quick and accurate citation completion employing a magstripe reader mechanism which scans drivers license data from the magnetic strip. The device will automatically add all the required information (name, address, etc.) of the traffic violator into the actual citation. Each traffic officer will utilize the devices to save time, produce professional looking and accurate citations, and give officers the ability to perform critical NCIC/FCIC queries.

In addition, the electronic citation data will store citations for submission into the CAFÉ and the RMS and in the future, electronic transfer to the Clerk of the Court. This procedure will eliminate duplicate entry and eliminate data errors on traffic citations. The software is user friendly, having simple drop-down boxes and electronic on scene printing will provide clear, professional citations with limited effort by the officers. It is estimated that the devices will reduce the time it takes to complete a traffic stop and issue a single citation significantly. A reduction of time to complete the issuance of multiple citations will result.

In an effort to reduce the number of traffic crashes and traffic fatalities in Sanford, the Traffic Unit will conduct monthly proactive intensive deployments on the aforementioned roadways, utilizing the PocketCitation system. Lieutenant Darren Scott, Traffic Unit Commander will be responsible for the implementation of the program. In addition, he will be responsible for coordinating the directed traffic enforcement deployments as well as the performance of the Motorcycle Traffic Officers. Ms. Gladys Johnson, City of Sanford Finance Department, will be responsible for submitting the quarterly financial reports.

The overall objective of the program is to make the roadways safer and reduce the number of traffic crashes and fatalities in the City of Sanford. Increased public awareness through an increased number of traffic stops will also be a goal of the grant. The third goal will be to increase officer productivity. The project location will encompass the arterial roadways traversing through the City. However, proactive efforts consistent with the Sanford Police Department Community Policing Philosophy shall also be a part of the program. Motorcycle Traffic Officers will utilize the PocketCitation devices while conducting enforcement during these operations.

Measurable Objectives/Performance Criteria

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide

## Project Summary (Continued)

- > Decrease the number of traffic crashes in the City by 5% from the previous year
- > Decrease the number of traffic-related fatalities in the City by 10% from the previous year
- > Increase the number of citations issued by the Traffic Unit by 25% from the previous year

The Traffic Unit will conduct twelve (12) intensive traffic deployments at the identified hazardous or at risk locations in an effort to heighten public awareness and deter drivers from engaging in traffic law violations.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## General Performance Info:

Performance Reporting Frequency for this Subgrant: Quarterly

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



**Federal Purpose Area:** 001 - Law Enforcement Programs

**State Purpose Area:** 001 - Law Enforcement Support

**Activity Description:**

**Activity:** Equipment Purchase

**Target Group:** Law Enforcement

**Geographic Area:** City-Wide

**Location Type:** Other

**Address(es):**

City of Sanford Police Department  
815 South French Ave. Sanford, Fl. 32771-1788  
P.O. Box 1788  
Sanford, Fl. , FL 32771

**Objective:**

**001.03 - Procuring equipment, technology, and other material directly related to basic law enforcement functions.**

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## Section Questions:

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

Ans:

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

Ans:

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## General Financial Info:

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

**Financial Reporting Frequency for this Subgrant:** Quarterly

**Is the subgrantee a state agency?:** No

**SAMAS / Vendor Number:** 59-6000425

## Budget:

<b>Budget Category</b>	<b>Federal</b>	<b>Match</b>	<b>Total</b>
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital	\$19500.00	\$0.00	\$19500.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>-- Totals --</b>	<b>\$19500.00</b>	<b>\$0.00</b>	<b>\$19500.00</b>
<b>Percentage</b>	<b>100.0</b>	<b>0.0</b>	<b>100.0</b>

## Project Generated Income:

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

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## Budget Narrative:

PocketCitation Bundle ? iPAQ 5150  
With Magstripe Reader and Zebra  
RW 420 (printer)

6 @ \$ 3,750 each \$ 22, 500

Zebra Thermal Paper (cases)

3 @ \$ 143 each \$ 427

TOTAL

\$ 24, 427

The City of Sanford will provide the matching funds in cash. The match will be taken from a budgeted item and be available October 1, 2005.

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - County-wide



## Section Questions:

Indicate the Operating Capital Outlay threshold established by the subgrantee.

Ans: 0

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

Ans: No

If indirect cost is included in the budget, indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

Ans: N/A

If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

Ans: N/A