

Item # 41

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Bureau of Alcohol, Tobacco, Firearms and Explosives Grant Award

DEPARTMENT: Sheriff's Office **DIVISION:** _____

AUTHORIZED BY: Sheriff Eslinger **CONTACT:** Penny Fleming **EXT.** 6617

Agenda Date <u>9/9/03</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>
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MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners for the Chairman to sign and process the Budget Amendment Request for the Sheriff's Office and sign any necessary grant documents.

BACKGROUND:

The Bureau of Alcohol, Tobacco, Firearms and Explosives has awarded the Seminole County Sheriff's Office \$79,097 to administer, present, and deliver the Gang Resistance Education and Training. This program is a collaborative effort by all law enforcement agencies in Seminole County and is taught by trained School Resource Officers/Deputies in the Middle Schools throughout Seminole County to help students recognize gangs and gang related behavior so they can avoid the pitfalls of becoming a gang member, as well as the downsides of joining or supporting gang like groups. No new positions are associated with this grant.

The Seminole County Sheriff's Office requests that the Board of County Commissioners approve the Budget Amendment Request to enter the ATF award for \$79,097 into the Seminole County Sheriff's Office budget.

Reviewed by:
Co Atty: _____
DFS: <u>BN</u>
Other: _____
DCM: <u>SS</u>
CM: <u>kb</u>
File No. <u>CSHO02</u>

2002-R- **BUDGET AMENDMENT REQUEST**

TO: Seminole County Board of County Commissioners
 FROM: Department of Fiscal Services
 SUBJECT: **Budget Amendment Resolution**
 Fund:
 Fund #: FY 02/03

DFS Recommendation	
<input type="checkbox"/> Approved	
<input type="checkbox"/> Disapproved	
Analyst _____	Date _____
Director _____	Date _____

DETAIL: Total award of \$79,097 received from the Bureau of Alcohol, Tobacco, Firearms and Explosives to administer, present and deliver the Gang Resistance Education and Training (G.R.E.A.T.) Program to Middle School students throughout Seminole County.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2)(d), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein to reflect "a receipt of a nature from a source not anticipated in the budget and received for a particular purpose" and an appropriation relating to such receipt.

Revenues:

Account Number	Account Title	Amount
00100-33122400	Federal Grant	\$79,097.00
Total Revenues		\$79,097.00

Expenditures:

Account Number	Account Title	Amount
013001-59096320	Personnel Services	30,000.00
013001-59096330	Operating	49,097.00
013001-59096360	Capital Outlay	0.00
Total Expenditures		79,097.00

BUDGET AMENDMENT RESOLUTION

This Resolution, 2002-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

 Maryanne Morse, Clerk to the Board of County Commissioners

By: _____
 Daryl McLain
 Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

MEMORANDUM: ADMINISTRATIVE SERVICES 1703-03-071

TO: Kevin Grace, County Manager

FROM: Penny Fleming, Chief, Administrative Services *PJF*

DATE: August 25, 2003

SUBJECT: Board of County Commissioners Grant Approval Request

The Seminole County Sheriff's Office has received a \$79,097 grant from the Bureau of Alcohol, Tobacco, Firearms and Explosives to administer, present, and deliver the Gang Resistance Education and Training (G.R.E.A.T) Program to Middle School students throughout Seminole County. We are requesting the Board of County Commissioners to approve the attached Budget Amendment Request in the amount of \$79,097. The award document is attached and the amount of the award is on page 5. This program does not include in any new positions.

It is respectfully requested that the Budget Amendment Request related to the G.R.E.A.T. program be placed on the agenda for the Board of County Commissioners meeting on Tuesday, September 9, 2003.

The BAR to be signed is attached.

If you have any questions regarding this agenda item, please contact Chief Penny Fleming at 665-6617 or Rob Forlini at 665-6536.

C: Ray Hooper
Acting Director of Fiscal Services

**COOPERATIVE AGREEMENT NO.
ATC03000251
BETWEEN
Seminole County Sheriff's Office**

AND

BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXLOSIVES

1. PURPOSE

The purpose of this Cooperative Agreement (hereinafter "CA" or "Agreement") is to establish a legal relationship between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Seminole County Sheriff's Office, hereinafter collectively referred to as "the parties". This Agreement sets forth the responsibilities for the operation of the gang prevention program commonly referred to as the Gang Resistance Education And Training (G.R.E.A.T.) and related activities in the Seminole County Sheriff's Office. All terms and conditions herein are binding upon execution of the Agreement by both parties.

2. PERIOD OF PERFORMANCE

The period of performance begins January 16, 2003 and ends January 15, 2004. ATF intends to continue the legal relationship in the future in providing funds for the G.R.E.A.T. Program, subject to authorization and the availability of funds for the G.R.E.A.T. Program. In addressing funding commitments for future years, there is no legal liability on the part of ATF, the Department of Justice, or the Federal Government under this Agreement to incur commitments unless ATF advises the Seminole County Sheriff's Office that funds will be provided to the Seminole County Sheriff's Office for the G.R.E.A.T. Program and related activities. The continuation of the Agreement in future years will be subject to a reapplication process by the Seminole County Sheriff's Office and compliance by the Seminole County Sheriff's Office with G.R.E.A.T. Program Policies and Procedures. In the case that the Seminole County Sheriff's Office does not comply with the G.R.E.A.T. Program Policies and Procedures, the funding may be withdrawn from the Seminole County Sheriff's Office by the ATF.

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3. SCOPE OF WORK

In the Treasury, Postal Service and General Government Appropriation Bill for the Fiscal Year ending September 30, 2003, ATF was directed to continue operation of the G.R.E.A.T. Program, which originally started as PROJECT OUTREACH in the Fiscal Year 1992 appropriation. G.R.E.A.T. is a project that uses the skills of ATF, State and local law enforcement personnel, as well as individuals from community and civic groups, to develop a program that educates youth about the dangers associated with joining street gangs and engaging in youth violence. G.R.E.A.T. consists of three major phases:

- Phase I School-Based Education
- Phase II Summer Component
- Phase III Family Component

4. COOPERATIVE AGREEMENT PLAN

During the period of performance the G.R.E.A.T. Program will be implemented and continued as follows:

A. RESPONSIBILITIES OF LAW ENFORCEMENT AGENCY NAME

The Seminole County Sheriff's Office, will participate in the G.R.E.A.T. Program and related activities as specified below:

(1) Phase I - The LAW ENFORCEMENT AGENCY NAME shall arrange with local area middle/junior high schools, to schedule 13 one period classes, (for those agencies whose officers have been re-certified in the new G.R.E.A.T. Curriculum. All others should be recertified in the new 13-week G.R.E.A.T. curriculum.) to instruct a minimum of enter amount (as indicated in the application for funding) students per year, on the dangers of gangs in accordance with the G.R.E.A.T. Program lesson plans. Classes will be taught in an appropriate education time slot as determined by local school officials. These classroom lessons are to be presented during the school year of the performance period of the Agreement as specified in Section 2 of this Agreement. The lessons will be taught to middle/junior high school students within the Seminole County Sheriff's Office's school system.

The Seminole County Sheriff's Office is required to order graduation certificates from the G.R.E.A.T. Program Office for student participants of the program. Certificates are provided free of charge and should be ordered at least 8 weeks prior to graduation.

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Requests for certificates can be downloaded from www.atf.gov/great/train.htm and faxed to Janelle Scayles, at (202) 927-3180 or (202) 927-3182. The number of certificates ordered shall reflect the actual number of students enrolled in the program, as this information may affect future funding.

PHASES II and III OF G.R.E.A.T.

The Seminole County Sheriff's Office shall submit an implementation plan for phases II and III by May 1, 2003 to your Regional Point of Contact. Implementation of Phases II and III must support Phase I of this Agreement and be in accordance with the following guidelines:

Phase II

The Seminole County Sheriff's Office will be required to coordinate summer education/recreation activities at sites selected by the cognizant police department. (See attached list.)

Additionally, the Seminole County Sheriff's Office will attempt to match available existing community programs and resources with G.R.E.A.T. students and graduates.

Phase III

The Seminole County Sheriff's Office will institute the G.R.E.A.T. Families Curriculum to engage families as part of our community policing efforts to reduce crime and delinquency, promote family relations and provide resource information. The curriculum is for adults and children ages 8-14.

G.R.E.A.T. Families minimum requirements for the staff, meeting space, and materials are listed below. Generally, by using schools, community centers, club training rooms, or church meeting spaces many of the items listed below may be available, along with chairs and tables, from the hosting organization. Ideally, costs associated with G.R.E.A.T. Families can be kept to a minimum by making use of existing resources from your department and your partners. Please review the list below in order to familiarize yourself with the resources and materials needed to conduct G.R.E.A.T. families.

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G.R.E.A.T. Families Minimum Resources:

- STAFF: 1 G.R.E.A.T. lead facilitator, 2 co-facilitators (four 2-hour and one 3-hour sessions)
- Computer lab* with computers for each family (two families can share a computer)
- TV/VCR set up
- Dry Erase board (Large) with markers and erasers
- 2 flip charts with easels and markers
- Name Tags
- Main classroom to accommodate as many as 30, with breakout space for 15 people
- Deck of playing cards
- 12-12" lengths of 1/4" nylon rope (clothesline)
- Printed handouts (from curriculum)
- Meals
- Baby sitter

*Needed for Session 5, Internet Safety class. Usually school libraries or media labs are available. A laptop/Power Point projector and screen can be used to present to entire class if a computer lab is NOT available.

Under the terms of this Agreement, ATF will not reimburse the Seminole County Sheriff's Office for any expenses incurred after the end of the period of performance specified in Section 2.

(3) The Seminole County Sheriff's Office agrees to provide an officer(s) part-time, to assist the G.R.E.A.T. Program as a Team Leader(s). The Seminole County Sheriff's Office agrees to allow an officer(s) to complete G.R.E.A.T. Officer Training, teach the G.R.E.A.T. curriculum, complete G.R.E.A.T. Management Leader training, and assist the National Training Team as a Team Leader. The Seminole County Sheriff's Office agrees to provide the services of said Team Leader(s) for G.R.E.A.T. training sessions during the period of performance of this Agreement at the rate of 2 weeks per 50,000 dollars of award.

Amount of Award	Required Weeks
\$50,000	2

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\$100,000	4
\$150,000	6
\$200,000	8
\$250,000	10
\$300,000	12
\$350,000	14
\$400,000	16

Law Enforcement Agency Names that are in their first year of federal funding are excluded from the above requirement. However, it is suggested that the Seminole County Sheriff's Office designate an officer to complete team leader training. In the event funding becomes available for the following year, the Seminole County Sheriff's Office will be required to provide an officer(s) in accordance with paragraph 4 above. Agencies failing to fulfill this requirement during the Cooperative Agreement Period of Performance will be subject to a decrease in future funding.

(4) It is the responsibility of the Seminole County Sheriff's Office to plan, initiate and oversee the completion of the G.R.E.A.T. Program; to prepare semi-annual progress reports and quarterly requests for payments; to certify the accuracy of contractor and vendor billings; to ensure the cost efficient and timely completion of the project; and to immediately notify ATF, in writing, of any issues or problems, real or anticipated, which might affect the successful completion of the project within the time frame and funding established in the Agreement.

(5) It is the responsibility of the Seminole County Sheriff's Office to ensure that Officer's regular and overtime salaries shall not exceed 70% of the total amount obligated under this Agreement. It is also the responsibility of the Seminole County Sheriff's Office to ensure that any funds requested for regular or overtime salaries be in support of the G.R.E.A.T. Program and related activities and must be for certified G.R.E.A.T. officers. Any exceptions must be approved by the G.R.E.A.T. Branch in advance of overtime.

(6) Expenditures for equipment, furniture or other capital assets shall not exceed 20% of the total amount obligated under this Agreement. Agency will be reimbursed, but only if prior written approval for the purchase is obtained from the RPOC.
 "Equipment means an article of non-expendable, tangible personal property having a

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useful life of more than one year. "Other Capital Assets" means buildings, land, and improvement to buildings or land that materially increase their value or useful life.

Expenditure requests must be submitted in writing to the RPOC. The request shall include the item(s) to be purchased, quantity, per item cost, extended cost, useful life and a justification as to why such an expenditure is required and how it benefit the G.R.E.A.T. Program. The request must also include any previous purchases of the same or similar item. Total costs for equipment, furniture or other capital assets shall not exceed 20% of the total amount obligated under this Agreement. Upon receiving written approval from the RPOC and once this equipment is purchased, the Seminole County Sheriff's Office must submit a list of this equipment and any applicable serial numbers to the RPOC for accountability purposes.

(7) The Seminole County Sheriff's Office shall submit to the RPOC a semi-annual report within 45 days of the close of the second quarter. This report shall describe the programmatic and financial status of the project. The RPOC shall be advised of any significant programmatic or financial adjustments/modifications. A progress report format is provided in Attachment V.

A final agreement report shall be submitted by the LOCAL GOVERNMENT within 90 days after the completion of the project. This final report will contain the date of completion, final costs, and a statement that the agreement is completed.

Failure to submit the semi-annual progress report or the final agreement report may be interpreted as non-compliance with this Agreement and will affect future funding.

B. RESPONSIBILITIES OF ATF FOR REIMBURSEMENT

(1)(a) ATF has obligated, to Seminole County Sheriff's Office, \$79,097.00 for the school-based education phase of the G.R.E.A.T. Program. Funds are provided to reimburse the LOCAL GOVERNMENT'S cost incurred as follows:

- * Officers' time, regular and overtime, must be G.R.E.A.T. related and documented with a signature from an authorizing official for whom salary reimbursement is not being claimed.
 - Non G.R.E.A.T. certified officers time, regular and overtime who assist with the summer component and/or graduation activities.
 - Supervisor's time, regular and overtime who is responsible for day-to-day

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- operation of the G.R.E.A.T. Program.
- Clerical personnel's time, regular and overtime that is in direct relation to the G.R.E.A.T. Program.
 - Total of all salaries cannot exceed 70% of the total cooperative agreement award.
- * G.R.E.A.T. training expenses, such as instructional materials, workbooks, instructor fees, and guest speakers' fees; with prior approval from your RPOC.
- Expenses incurred in connection with officers receiving G.R.E.A.T. officer training includes transportation, lodging and per diem in accordance with Federal Travel Regulation see www.gsa.gov. Officer's time (regular and overtime) will be paid during training. Overtime shall not exceed 10 hours per week during training. **If your department receives over \$50,000 in award you will receive a bill from the Federal Law Enforcement Training Center (FLETC) for costs incurred with providing this training.**
 - Student Handbooks purchased from Sav-On Printing
- * Administrative expenses, directly supporting G.R.E.A.T. activities, such as general office supplies, office space leases, not to exceed the term of the Agreement.
- Vehicles may be leased to provide full time G.R.E.A.T. officer's transportation to and from school with prior approval from your RPOC. **Lease term cannot exceed \$600.00 per month, per vehicle and cannot exceed the term of the Agreement.**
 - Cellular phones may be purchased for use by the immediate supervisor responsible for day-to-day operations of the G.R.E.A.T. Program.
 - Food may be purchased for graduation ceremonies for the summer program.
 - Pagers can be purchased for the G.R.E.A.T. certified officers.
- * Expenses for G.R.E.A.T. promotional materials such as pamphlets, bumper stickers, hats, T-shirts, buttons, pens and pencils from authorized vendors.

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- Any items bearing the G.R.E.A.T. name or logo must be purchased from one of the following authorized vendors:

Best Expression
21606 N. 3rd Ave.
Phoenix, AZ 85027
800-654-0724
www.bestexpression.com

Creative Impression
5305 E. 18th Street
Vancouver, WA 98661
800-654-0724

Treadway Graphics
1401 Cannon Circle
Fairbault, MN 55021
800-653-7063
www.treadwaygraphics.com

Sav-on Printing
4520 N. 19th Ave.
Phoenix, AZ 85015
602-242-2308
1 (800) 330-6110

Industries for the Blind, Inc.
3220 West. Vilet Street
Milwaukee, WI 53208
414-933-4319
www.ifb.com

Phoenix Police Museum
101 South Central Avenue
Suite 100
Phoenix, AZ 85004
(602) 534-7278
www.phoenixpolicemuseum.com

* Any expenditure in excess of \$1,000, excluding those made from the authorized G.R.E.A.T. vendors above, must be pre-approved, in writing, by your RPOC. In addition, any expenditures for guest speakers, training, (other than G.R.E.A.T. Officer Training), or ceremonies must be pre-approved in writing by the RPOC.

* Any expenditure in excess of \$5,000 made from the G.R.E.A.T. vendors above, must be pre-approved, in writing, by the RPOC.

(c) Reimbursements will be made only when a completed SF-270, Request for Advance or Reimbursement form, attachment I, is provided by the Law Enforcement Agency Name in accordance with the terms of this Agreement.

(2) It is the responsibility of the RPOC or designee to monitor the project status, to review and certify interim and final payment requests submitted by the Seminole County Sheriff's Office and; to ensure that the funding limitations in paragraphs 4.A.5, 4.A.6, 4.B.1.A and 4.B.1.D have not been exceeded.

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C. THIRD/FOURTH GRADE SCHOOL-BASED EDUCATION PROGRAM

In addition to the G.R.E.A.T. middle/junior high school component, the Seminole County Sheriff's Office may elect to teach a third or fourth grade G.R.E.A.T. component.

The Seminole County Sheriff's Office shall arrange with local area elementary schools, to schedule four one-period sessions to instruct third or fourth grade students on the dangers of gangs, in accordance with the G.R.E.A.T. Program lesson plans. Classes will be taught in an appropriate education time slot, as determined by local school officials. These classroom lessons are to be presented during the school year of the performance period of the Agreement as specified in Section 2 of this Agreement. The lessons will be taught to third or fourth grade students within the school system.

Under the terms of this Agreement, ATF will not reimburse the Seminole County Sheriff's Office for any expenses incurred after the end of the period of performance.

D. LIMITATIONS

Other than the administrative costs expressly set out in paragraph B(1)(a), above, no administrative expenses or costs, whether direct or indirect, shall be reimbursed under this Agreement.

5. FUNDING, PAYMENT AND SUBMISSION OF INVOICES

A. ATF will obligate \$\$ for reimbursement under this Agreement. Requests for reimbursement for work completed will be made by the Seminole County Sheriff's Office on a SF-270, (Request for Advance or Reimbursement,) see attachment I, to the RPOC for review and certification. Payments will only be issued to the Seminole County Sheriff's Office, and not vendors or contractors.

ATF will not provide funding in excess of the amount specified for each year the Agreement is in effect. The Seminole County Sheriff's Office accepts responsibility for all costs associated with the G.R.E.A.T. Program which exceed the level of funding ATF provides.

B. Requests for Reimbursements shall be submitted by the Seminole County Sheriff's

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Office on a quarterly basis as follows:

(1) Original SF-270, Request for Advance or Reimbursement form, along with receipts/invoices supporting reimbursement request to the RPOC. Requests for travel reimbursements must include the TRAVEL REIMBURSEMENT SHEET (Attachment II), along with receipts/invoices supporting the travel. Receipts for meals should not be included. The RPOC 's address is as follows:

Bureau of Alcohol, Tobacco, Firearms and Explosives
ATTN: Coop Reimbursement Section
P.O. Box 50418
Washington, DC 20091-0418

The Seminole County Sheriff's Office will provide ATF with whatever payment information is necessary to transfer funds through (electronic payment information, bank account numbers, etc.) to the Seminole County Sheriff's Office.

C. Title 31 of the Code of Federal Regulations, Part 208, effective July 01, 1997, mandates that Federal payments under cooperative agreements be made via electronic funds transfer (Waiver: Department of the Treasury check(s) will be issued ONLY when the Seminole County Sheriff's Office certifies in writing that the recipient does not have an account at a financial institution or authorized payment agent).

(1) The following applies only to Direct Deposit payments:

The Seminole County Sheriff's Office shall forward a completed SF-3881, ACH Vendor/Miscellaneous Payment Enrollment Form, attachment III with this signed Agreement.

- (a) The Agency Information is preprinted to issue payment from ATF.
- (b) The Payee/Company Information is to be completed by the Payee. The Taxpayer Identification Number (TIN) must be provided. The TIN is the Employer Identification Number. Notice of each Direct Deposit will be forwarded to the address listed.

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- (c) The Financial Institution Information should be completed by the Payee's Financial Institution.
- (d) All payments will be made to checking or savings accounts, not lockboxes.
- (e) Financial Institutions must list their nine digit American Bankers Association (ABA) identifying number. This number is used for the routing of direct deposited funds. **(Provide this number only if the receiving financial institution as access to the Federal Reserve Communications System).**
- (f) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages.
- (2) Any changes to funding and payment information shall be furnished to ATF at the address in paragraph 15.B, in writing, at least 30 days before the effective date of the change. It is the LOCAL GOVERNMENT'S responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.
- (3) All documents furnishing payee information from the agreement recipient must be dated and contain the signature, title, and telephone number of the agreement recipient official authorized to provide it, as well as the agreement recipient's name.
- D. The Seminole County Sheriff's Office certifies, by signing the SF-270 form, attachment I, that all requests for reimbursement submitted shall be supported by valid receipts/invoices which are in accordance with the project authorized in this Agreement. Copies of paid invoices shall be clearly marked with the appropriate Agreement number to which they are charged and maintained in the Agreement project file by the Seminole County Sheriff's Office. All such documentation shall be made available for review upon the request of ATF or any Federal audit agency.
- Funds specified and approved for G.R.E.A.T. shall not be transferred to another project or be used for any other purpose, unless authorized by a written modification to this Agreement signed by the Seminole County Sheriff's Office and the CAO or designee.
- E. The Seminole County Sheriff's Office certifies that no request for payment will be submitted for work, materials or services which have been previously funded by any

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other source.

F. The Seminole County Sheriff's Office will maintain such books, records, documents and other records that will accurately document all costs relating to this Agreement in accordance with State laws and procedures for expending and accounting for its own funds. This documentation must be kept for a period of at least three years following the end of the Agreement's period of performance and final payment. All such documents will be subject to periodic on-site review as deemed necessary by ATF and any Federal audit agencies including any Contractor hired by the Federal Government to perform audit services.

6. INSPECTION/ACCEPTANCE

Inspection and acceptance of all supplies and services under this agreement shall be accomplished by ATF's RPOC or someone otherwise designated by the CAO.

7. MODIFICATIONS

A. The CAO may at any time, by written order, make changes within the general scope of this agreement in any one or more of the following:

(1) Description of services to be performed.

(2) Period of Performance

B. Modifications that change any part of the agreement or the responsibilities of the Seminole County Sheriff's Office must be made by mutual agreement of both parties. Failure to agree to any modification shall be a dispute under the DISPUTES clause (Section 11) of this Agreement. However, nothing in this clause shall excuse the Seminole County Sheriff's Office from proceeding with the Agreement as changed.

C. Notwithstanding the terms and conditions of paragraphs A and B above, the estimated cost of this Agreement shall not be increased or considered increased except by specific written modification of the agreement indicating the new agreement total. Until this modification is made, the Seminole County Sheriff's Office is not authorized to incur costs beyond those specified under Section 5.A of this Agreement.

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8. ASSURANCES

This Agreement provides for Federal participation in an education and public awareness program to warn youth about the dangers of gangs. A Law Enforcement Agency receiving Federal funds under this Agreement is required to assure and certify that it will, as a condition of receiving the funds, comply with applicable Federal laws and regulations governing cooperative agreements. By acceptance of this Agreement the Seminole County Sheriff's Office assures and certifies that it will comply with the regulations in Attachment IV of this agreement, as well as other listed regulations, policies, guidelines, and requirements listed in the Agreement, including OMB Circular A-87-Cost Principles for State, Local and Indian Tribal Governments, A-102-Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Law Enforcement Agency Names, and A-133-Audits of State and Law Enforcement Agency Names, as they relate to participation in the G.R.E.A.T. Program.

In this Agreement, the term "Contractor" used in Attachment IV Clauses and Provisions refers to the "Seminole County Sheriff's Office."

9. PUBLICATIONS AND NEWS RELEASES

A. Definition. For the purpose of this clause, "publication" includes:

- (1) Any document containing information for public consumption; or,
- (2) The act of, or any act which may result in, disclosing information to the public.

B. The results of this program are planned to be made available to the public through such means as the Director of ATF shall determine.

C. Federal Government Ownership of Official Products of Work.

All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, computer tapes, and any other physical materials and products produced directly under this agreement are considered Official Products of Work, owned by the Federal Government and held for the benefit of the public. Further, the Seminole County Sheriff's Office acknowledges that it will not acquire any rights in data or goodwill for any of the materials or products produced under this agreement.

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D. Independent and Special Products

During the term of this Agreement, works authored, composed, or developed by the Seminole County Sheriff's Office and approved by the G.R.E.A.T. National Policy Board, including but not limited to brochures, curriculum, student handbooks, instructor manuals, newsletters, pamphlets, and other products developed to enhance the G.R.E.A.T. Program are considered to be Independent and Special Products.

E. Publication of Official Products of Work

Official Products of Work, quotations there from, paraphrasing, or disclosures of interim findings may not be published without the written approval of the RPOC for a period of 60 days after acceptance of the product by the RPOC. Thereafter, the Seminole County Sheriff's Office shall be free to publish without ATF approval.

F. Acknowledgement and Disclaimer

(1) All Official Products of Work, or any part thereof, developed through the use of funds provided for under this instrument, when published by the Seminole County Sheriff's Office or other participants in the work, shall contain the following acknowledgement and disclaimer:

"The work that provided the basis for this publication was supported by funding under a Cooperative Agreement with the Bureau of Alcohol, Tobacco, Firearms and Explosives. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Federal Government."

(2) All Independent and Special Products, or any parts thereof, developed through the use of funds provided for under this instrument, when published by the Local Government or other participants in the work, shall contain the following acknowledgement and disclaimer:

"The work that provided the basis for this publication was supported in part by funding under a cooperative agreement with the Bureau of Alcohol, Tobacco, Firearms and Explosives, which maintains its rights in this publication as set forth in 41 C.F.R. 105-71.134. The author and publisher are solely responsible for the

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accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Federal Government."

G. Notice of News Release and Public Announcements

Two copies of all press releases, formal announcements, and other planned, written issuance's containing news or information concerning this agreement that may be made by the Seminole County Sheriff's Office or its staff, or any subcontractor or other person or organization participating in the work of this Agreement shall be provided to the RPOC at the earliest possible time. News releases and other public announcements may not disclose any interim finding or quote or paraphrase any part of any Official Product of Work without complying with paragraphs (E) and (F) above.

10. COLLECTION OF DATA

Collection of information from ten or more persons and sponsored by ATF, shall be subject to 5 CFR 1320. A collection of information undertaken by a recipient of a Federal cooperative agreement is considered to be sponsored by ATF only under the following conditions:

A. The recipient of a cooperative agreement is collecting information at the specific request of the agency; or

The terms and conditions of the cooperative agreement require specific approval by the agency of the collection of information or the collection procedures.

11. DISPUTES

A. It is hereby agreed upon that this Agreement is subject to the Contract Disputes Act of 1987, as amended (41 U.S.C. 601-613).

B. Except as provided in the Act, all disputes arising under or relating to this Agreement shall be resolved under this clause.

C. "Claim," as used in this clause, means a written demand or written assertion by one of the agreement parties seeking, as matter of right, the payment of money in a sum certain, the adjustment or interpretation of the agreement terms, or other relief arising under or relating to this agreement. A claim arising under a cooperative agreement, unlike a claim relating to that agreement, is a claim that can be resolved under a cooperative agreement

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clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Seminole County Sheriff's Office seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph D(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

D. (1). A claim by the Seminole County Sheriff's Office shall be made in writing and, unless otherwise stated in this Agreement, submitted within 3 years after accrual of the claim to the CAO for a written decision. A claim by the Government against the Seminole County Sheriff's Office shall be subject to a written decision by the CAO.

(2). The Seminole County Sheriff's Office shall provide the certification specified in subparagraph D(4) of this clause, in writing, when submitting any claim.

(a) Exceeding \$100,000; or

(b) Regardless of the amount claimed, when using.

1. Arbitration conducted pursuant to 5 U.S.C. 575-580; or

2. Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(3). The certification requirement does not apply to issues in controversy that have not been submitted as part of a claim.

(4). The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the agreement adjustment for which the Seminole County Sheriff's Office believes the Government is liable; and that I am authorized to certify the claim on behalf of the Seminole County Sheriff's Office."

(5). The certification may be executed by any person duly authorized to bind the Seminole County Sheriff's Office with respect to the claim.

E. For Seminole County Sheriff's Office claims of \$100,000 or less, the CAO must, if requested in writing by the Seminole County Sheriff's Office, render a decision within 60 days of the request. For Seminole County Sheriff's Office-certified claims over \$100,000 the CAO must, within 60 days, decide the claim or notify the Seminole County Sheriff's Office of the date by which the decision will be made.

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- F. The CAO's decision shall be final unless the LOCAL GOVERNMENT appeals or files a suit as provided in the Act.
- G. If the claim by the Seminole County Sheriff's Office is submitted to the CAO or a claim by the Government is presented to the Seminole County Sheriff's Office, the parties, by mutual consent, may agree to use ADR. If the Seminole County Sheriff's Office refuses an offer for alternative disputes resolution, the LOCAL GOVERNMENT shall inform the CAO, in writing, of the Seminole County Sheriff's Office's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph D (4) of this clause, and executed in accordance with subparagraph D(5) of this clause.
- H. The Government shall pay interest on the amount found due and unpaid from (1) the date that the CAO receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the CAO initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the CAO receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- I. The Seminole County Sheriff's Office shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim appeal, or action arising under the contract, and comply with any decision of the CAO.

12. STOP WORK

- A. The CAO or his designee may issue, and the LOCAL GOVERNMENT will accept written order to hold or Stop Work on the G.R.E.A.T. Program funded under this Agreement for a period of up to 30 days. Such orders will be issued only for sufficient cause, such as reason to believe work is being performed outside of the terms of the Agreement, for financial improprieties found during a monitoring inspection or voucher and records review, or a change in relevant laws or regulations.
- B. A Stop Work Order may be continued, cancelled or reissued as termination.
- C. The Seminole County Sheriff's Office is responsible for any costs incurred after the issuance of a Stop Work Order unless such work, material, equipment or services were purchased prior to the issuance of the Stop Work Order and delivery cannot be cancelled.

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13. TERMINATION

A. The Government may terminate performance of work under this Agreement in whole, or in part, if the CAO determines that a termination is in the Government's interest. The CAO shall terminate by delivering to the Seminole County Sheriff's Office a Notice of Termination specifying the extent of termination and the effective date.

(1) After receipt of a Notice of Termination and except as directed by the CAO, the Seminole County Sheriff's Office shall immediately proceed with the following obligations:

(a) Stop work as specified in the notice.

(b) Place no further orders, except as necessary to complete the continued portion of the Agreement.

(c) Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.

(d) Take any action that may be necessary for the protection and preservation of the property related to this Agreement that is in the possession of the Seminole County Sheriff's Office and in which the Government has or may acquire an interest.

(e) Within 60 days after the date of termination, the Seminole County Sheriff's Office shall submit a final report along with a final SF-270, Request for Advance or Reimbursement (ATTACHMENT I), to the RPOC

B. This Agreement may be terminated in-full or in-part by the Seminole County Sheriff's Office at anytime prior to the completion of the Program listed in the Agreement. The LOCAL GOVERNMENT shall notify the CAO, in writing, prior to the proposed date of termination.

14. REPORTS

A. The Seminole County Sheriff's Office shall submit to the RPOC a semi-annual report within 45 days of the close of the six-month period. This report shall describe the programmatic and financial status of the project. The RPOC shall be advised of any significant programmatic or financial adjustments/modifications. A progress report format is provided in Attachment V.

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B. A final agreement report shall be submitted by the LOCAL GOVERNMENT within 90 days after the completion of the project. This final report will contain the date of completion, final costs, and a statement that the Agreement is completed.

C. Failure to submit semi-annual progress report or the final agreement report may be interpreted as non-compliance with this Agreement.

15. GOVERNMENT REPRESENTATIVES

- A. The Cooperative Agreement Officer (CAO) is the Chief or Deputy Chief, Acquisition and Property Management Division, located at 650 Massachusetts Avenue, NW, Room 3290, Washington, DC 20226, phone number (202) 927-8820.
- B. The Cooperative Agreement Administrator (CAA) is Sharon Illig, located at 650 Massachusetts Avenue, NW, Room 3290, Washington, DC 20226, phone number (202) 927-5702.
- C. The Regional Point of Contacts (RPOC) are Juanita Wright; Christine Keyser; Kimberly Guay and Brian Bates located at P.O. Box 50418, Washington, DC 20091-0418, phone number (202) 927-2160.

16. LIMITATION OF TECHNICAL DIRECTION FROM THE RPOC

A. Performance of work under this Agreement shall be subject to the technical direction of the RPOC identified in paragraph 15.C. of this Agreement, or a designated representative. The term "technical direction" is defined to include, without limitation, direction to the Seminole County Sheriff's Office which directs or redirects the labor effort, shifts the work between work areas or locations, further defines tasks and otherwise serves to ensure that the tasks outlined in the Agreement are accomplished in a satisfactory manner.

B. Technical direction must be within the scope of the agreement. The RPOC does not have the authority to, and may not, issue any technical direction which:

- (1) Constitutes a change of assignment or additional work outside the scope of work of the Agreement;
- (2) Constitutes a change in the Agreement that requires a modification as specified in Section 7 "Modifications."
- (3) In any manner cause an increase or decrease in the agreement price, or the time required for Agreement performance.

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- (4) Changes any of the terms, conditions or scope of work of the Agreement; or
- (5) Interferes with the Seminole County Sheriff's Office's right to perform under the terms and conditions of the Agreement.

C. Technical directions may be oral or in writing, by RPOC or a designee with written delegated authority from the CAO. Oral directions shall be confirmed in writing within two working days of issuance.

D. The Seminole County Sheriff's Office shall proceed promptly with the performance resulting from technical directions issued by the RPOC, or his designee. If in the opinion of the Seminole County Sheriff's Office, any instruction or direction of the RPOC, or his designee, falls within the purview defined in paragraph b.1. through 5. above, the Seminole County Sheriff's Office shall immediately notify the CAO no later than the beginning of the next Government workday.

E. Failure of the Seminole County Sheriff's Office and the CAO to agree that the technical directions are within the scope of the agreement shall be subject to the terms of the clause entitled Disputes in Section 11.

17. COOPERATIVE AGREEMENT OFFICER'S AUTHORITY

The CAO is the only person authorized to approve modifications to this Agreement. This authority remains solely with the CAO. In the event the Seminole County Sheriff's Office affects any modifications at the direction of any person other than the CAO, the modifications will be considered to have been made without authority and no adjustment will be made to the Agreement. The CAO shall be the only individual authorized to accept non-conforming work, waive any requirement of the Agreement, and/or modify any term or condition of the Agreement. The CAO is the only individual who can legally obligate the Government to expend public funds.

18. Attachments I (SF-270 REQUEST FOR ADVANCE OR REIMBURSEMENT), II (Travel Reimbursement Sheet), III (ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM), IV (Additional Clauses and Provisions) and V (SEMI-ANNUAL COOPERATIVE AGREEMENT PROGRESS REPORT) are hereby incorporated to form an integral part of this Agreement.

19. FORMS

The following standard forms, provided, must be completed and submitted with the Agreement:

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- * SF-LLL Disclosure of Lobbying Activities;
- * SF-3881 ACH Vendor/Miscellaneous Payment Enrollment Form (ATTACHMENT III);
- * SF-424A Budget Information - Non-Construction Programs (with instructions);
- * SF-424B Assurances - Non-Construction Programs;

The following reimbursement forms, provided, must be completed and submitted with the ACH request for reimbursement:

- * SF-270 Request for Advance or Reimbursement (ATTACHMENT I) (make copies as needed)
- * Travel Reimbursement Sheet (ATTACHMENT II)(make copies as needed)

Also complete and submit semi-annually, the form provided as attachment V – SEMI-ANNUAL PROGRESS REPORT (make copies as needed).

Steven D. Harnett
 LAW ENFORCEMENT AGENCY NAME'S SIGNATURE

JUN 26 2003
 Date

CHIEF DEPUTY SHERIFF
 PRINTED NAME AND TITLE

[Signature]
 ATF COOPERATIVE AGREEMENT OFFICER'S SIGNATURE

8/19/03
 Date

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ATTACHMENT IV

Additional Clauses and Provisions

- a. The Seminole County Sheriff's Office possesses legal authority to apply for the cooperative agreement, that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (SF-424 attached).
- b. The Seminole County Sheriff's Office will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to execute this agreement.
- c. The Seminole County Sheriff's Office will comply with the provisions of the Hatch Act, which limits the political activity of employees.
- d. The Seminole County Sheriff's Office will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those that have family, businesses or other ties.
- e. The Seminole County Sheriff's Office will give the ATF or the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the cooperative agreement.
- f. The Seminole County Sheriff's Office will comply with 28 C.F.R., Part 66, Administrative Requirement for Grants and Cooperative agreements to state and Law Enforcement Agency Names concerning requirements of law, program requirements, and other administrative requirements. The regulations were published in Federal Register of

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March 11, 1988 (pages 8034-8069).

- g. The Seminole County Sheriff's Office will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of G.R.E.A.T. are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify ATF 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 Program is under consideration for listing by the EPA.
- h. The Seminole County Sheriff's Office will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to law enforcement employees of State and Law Enforcement Agency Names.
- i. Cooperation by a Cooperative Agreement Recipient

As a Cooperative Agreement recipient you are expected to fully cooperate with G.R.E.A.T. Policy 108 "Administrative Disciplinary Policy and Procedures" copy attached. Failure to do so may result in the loss of funding.

j. LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (DEVIATION - DEPARTMENT OF THE TREASURY, NOV 1990) (JUN 1997)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract.
- (b) The making of any Federal grant.
- ⊙ The making of any Federal loan.
- (d) The entering into of any cooperative

Agreement.

(c) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a

Governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (b) A member of the uniformed services, as defined in subsection 101(2), title 37, United States Code.
- ⊙ A special Government employee, as defined in section 202, title 18, United States Code.
- (d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code,

appendix 2.

"Person," as used in this clause, means an individual corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

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"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. The following examples are not intended to be all inclusive, to limit the application of the professional or technical exemption provided in the law, or to limit the exemption to licensed professionals. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 5.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following selling activities before an agency by independent

Sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; a

(B) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(C) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;

or
(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal or action, or

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(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
 (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) agreement. The Contractor agrees not to make any payment prohibited by this clause.
 (e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

j- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS (MAR 1996)

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," provided by the department or agency into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (202-783-3238).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transaction authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

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

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

k. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Instructions for Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if the previously identified workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
 - Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
 - Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
 - Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements

Alternate I. (Grantees Other Than Individuals)

- A. The grantee 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 ongoing 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;
 - (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 such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking on of the following actions within 30 calendar days of receiving notice under paragraph (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 if there are workplaces on file that are not identified here.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

BACK/UP ITEM # 41

I. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 contract, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.