

RESOLUTION No. 2008-42-729

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT NO. 2008-JAGD-DADE-8-Q0-158 WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE AWARD OF AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$10,000.00 TO THE CITY OF MIAMI GARDENS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AND ALL DOCUMENTS IN FURTHERANCE OF THE GRANT AGREEMENT; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens, through its Police Department, applied for an Edward Byrne Memorial Justice Assistance Grant ("Byrne Grant") in the amount of \$10,000.00 in order to fund a project entitled "Miami Gardens Cracks Down on Crime," and

WHEREAS, the grant application was approved by the Florida Department of Law Enforcement ("FDLE"), and

WHEREAS, in order to receive the grant funds, the City is requested to execute a Grant Agreement as well as accompanying documents,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORITY: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Contract No. 2008-JAGD-

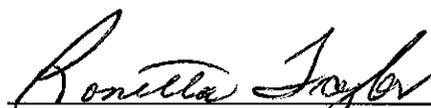
DADE-8-Q0-158 with the Florida Department of Law Enforcement for the award of an Edward Byrne Memorial Justice Assistance Grant in the amount of \$10,000.00, a copy of which is attached hereto as **Exhibit A**. Further, the Mayor and City Clerk are hereby authorized to execute any and all documents in furtherance of the Grant Agreement.

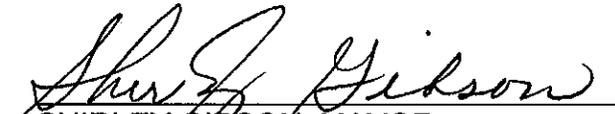
Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to the Florida Department of Law Enforcement, and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON MARCH 12, 2008.

ATTEST:

  
\_\_\_\_\_  
RONETTA TAYLOR, CMC, CITY CLERK

  
\_\_\_\_\_  
SHIRLEY GIBSON, MAYOR

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.  
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilman Campbell  
SECONDED BY: Councilman Bratton

**VOTE:** 5-1

Mayor Shirley Gibson	<u>  x  </u> (Yes)	<u>    </u> (No)
Vice Mayor Barbara Watson	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilman Melvin L. Bratton	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilman Aaron Campbell	<u>  x  </u> (Yes)	<u>    </u> (No)
Councilwoman Sharon Pritchett	<u>    </u> (Yes)	<u>  x  </u> (No)
Councilman André Williams	<u>  x  </u> (Yes)	<u>    </u> (No)

# City of Miami Gardens

1515-200 NW 167<sup>th</sup> Street  
Miami Gardens, Florida 33169



Mayor Shirley Gibson  
Vice Mayor Barbara Watson  
Councilman Melvin L. Bratton  
Councilman Aaron Campbell Jr.  
Councilwoman Sharon Pritchett  
Councilman André Williams

## Agenda Cover Page

Date: **March 12, 2008**

Fiscal Impact: No  Yes

(If yes, explain in Staff Summary)

Funding Source: N/A

Contract/P.O. Requirement: Yes  No

Sponsor Name/Department:

**Danny Crew, City Manager**

Public hearing

Ordinance

1st Reading

Advertising requirement: Yes  No

RFP/RFQ/Bid N/A

Quasi-Judicial

Resolution

2nd Reading

## Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT NO. 2008-JAGD-DADE-8-Q0-158 WITH THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE AWARD OF AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF \$10,000.00 TO THE CITY OF MIAMI GARDENS, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AND ALL DOCUMENTS IN FURTHERANCE OF THE GRANT AGREEMENT; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

## Staff Summary

The Miami Gardens Police Department has applied for and been awarded a Byrne Grant in the amount of \$10,000 via the Florida Department of Law Enforcement. This grant is to be used in furtherance of a program entitled "Miami Gardens Cracks Down on Crime". This program will focus on drug sales in the City of Miami Gardens and subsidize overtime used in these investigations. The types of investigations involved in this program will include street level sales, trafficking investigations and service of search warrants. The purpose of this program is to reduce crime and enhance public safety by reducing the level of narcotics activity in the City.

**J-6) CONSENT AGENDA  
RESOLUTION**  
Edward Byrne Memorial Justice Grant

**Recommendation:**

That the City Council approve the attached resolution authorizing the City Manager to allow the Miami Gardens Police Department to utilize the \$10,000.00 allocated by this grant.



Florida Department of  
Law Enforcement

Gerald M. Bailey  
Commissioner

Office of Criminal Justice Grants  
Post Office Box 1489  
Tallahassee, Florida 32302-1489  
(850) 617-1250  
www.fdle.state.fl.us

Charlie Crist, Governor  
Bill McCollum, Attorney General  
Alex Sink, Chief Financial Officer  
Charles H. Bronson, Commissioner of Agriculture

SB  
2/20/08

FEB 12 2008

The Honorable Shirley Gibson  
Mayor  
City of Miami Gardens  
1515 North West 167 Street  
Miami Gardens, FL 33169

Re: Contract No. 2008-JAGD-DADE-8-Q0-158

Dear Mayor Gibson:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 10,000.00 for the project entitled, MIAMI GARDENS CRACKS DOWN ON CRIME. These funds shall be utilized for the purpose of reducing crime and improving public safety.

A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

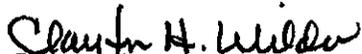
Your attention is directed to the Standard Conditions of the subgrant. These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and costs reimbursements.

The enclosed Certification of Acceptance/Request for Payment should be completed and returned to the Department within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the lump sum payment/subgrant award.

The Honorable Shirley Gibson  
Page Two

We look forward to working with you on this project. If we can be of further assistance,  
please contact Janice Parish at 850/617-1250.

Sincerely,

  
Clayton H. Wilder  
Administrator

CHW/JP/th

Enclosures

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

**CERTIFICATION OF ACCEPTANCE/REQUEST FOR PAYMENT**

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2008-JAGD-DADE-8-Q0-158, in the amount of \$ 10,000.00, for a project entitled, MIAMI GARDENS CRACKS DOWN ON CRIME, for the period of 02/01/2008 through 07/31/2008, in accordance with the Budget and Budget Narrative contained in the subgrant application, and subject to the Florida Department of Law Enforcement Conditions of Agreement and any special conditions governing this subgrant.

By execution of this Certification of Acceptance/Request for Payment, the subgrantee requests a lump sum payment of the subgrant.

\_\_\_\_\_  
Signature of Subgrantee's Authorized Official

\_\_\_\_\_  
Typed Name and Title of Official

\_\_\_\_\_  
Date of Acceptance

\_\_\_\_\_  
Name of Subgrantee

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

**SUBGRANT AWARD CERTIFICATE**

Subgrantee: City of Miami Gardens

Date of Award: 2-12-08

Grant Period: From: 02/01/2008 TO: 07/31/2008

Project Title: MIAMI GARDENS CRACKS DOWN ON CRIME

Grant Number: 2008-JAGD-DADE-8-Q0-158

Federal Funds: \$ 10,000.00

State Agency Match:

Local Agency Match: \$ 0.00

Total Project Cost: \$ 10,000.00

State Purpose Area:

CFDA No.: 16.738

---

The Omnibus FY 1996 Appropriations Act, (Public Law 104-134), authorizes the Director of the Bureau of Justice Assistance (BJA) to make funds available to units of local government under the Local Law Enforcement Block Grants Program, or Block Grants, for the purposes of reducing crime and improving public safety.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

**SUBGRANT AWARD CERTIFICATE (CONTINUED)**

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certification of Acceptance/Request for Payment is returned to the department.

*Clayton H. Wilder*

\_\_\_\_\_  
Authorized Official  
Clayton H. Wilder  
Administrator

*2-12-08*

\_\_\_\_\_  
Date

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

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - Direct

## Section 1 Administration

### Subgrant Recipient

**Organization Name:** City of Miami Gardens

**County:** Dade

### Chief Official

**Name:** Shirley Gibson

**Title:** Mayor

**Address:** 1515 North West 167 Street

**City:** Miami Gardens

**State:** FL **Zip:** 33169

**Phone:** 305-622-8000 **Ext:**

**Fax:** 305-622-8001

**Suncom:**

**Email:** sgibson@miamigardens-fl.gov

### Chief Financial Officer

**Name:** Willam Alonso

**Title:** Finance Director

**Address:** 201 Westward Drive

**City:** Miami Springs

**State:** FL **Zip:** 33166

**Phone:** 305-805-5000 **Ext:**

**Fax:** 305-805-5155

**Suncom:**

**Email:** cgurney@miamispringspolice.com

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - Direct

## Section 1 - Administration

### Implementing Agency

**Organization Name:** City of Miami Gardens

**County:** Dade

### Chief Official

**Name:** Shirley Gibson

**Title:** Mayor

**Address:** 1515 North West 167 Street

**City:** Miami Gardens

**State:** FL **Zip:** 33169

**Phone:** 305-622-8000 **Ext:**

**Fax:** 305-622-8001

**Suncom:**

**Email:** sgibson@miamigardens-fl.gov

### Project Director

**Name:** Paul Miller

**Title:** Major

**Address:** 1515 North West 167 Street

**City:** Miami Gardens

**State:** FL **Zip:** 33169

**Phone:** 786-236-4948 **Ext:** 0

**Fax:**

**Suncom:**

**Email:** paul.miller@mgpdfi.org

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - Direct

## Section 2. Project Overview

### General Project Information

**Project Title:** MIAMI GARDENS CRACKS DOWN ON CRIME  
**Project Sequence No:** 1  
**Subgrant Recipient:** City of Miami Gardens  
**Implementing Agency:** City of Miami Gardens  
**Project Start Date:** 2/1/2008 **End Date:** 7/31/2008

### Problem Identification

The City of Miami Gardens is located in North Miami Dade County. It is located approximately ten (10) miles from Metropolitan Miami. It is a young city, incorporating in 2003. The population is 105,414 of which 79% is African American. It is the largest predominantly black community in the State of Florida. Morgan Quinto Press an independent research firm, reported to CNN on the 25 most dangerous cities with a population of 75,000 or more. The researchers compared six major crime rates, murder, rape, robbery, assault, burglary and auto theft with national averages. The first five (5) were typical large metropolitan areas that have a history of high crime, the sixth (6th) City was the City of Miami Gardens, thus making it the sixth (6th) most dangerous city in America. (CNN 6/23/07). Data, particularly crime data is difficult to obtain since the incorporation of Miami Gardens was in 2003. Miami Gardens has been policed through a contract with Miami Dade Police since the incorporation. In December, 2007, the City of Miami Gardens will officially have their own police department. This occurs at a time when homicides and gang related crimes are at their highest, however, being a brand new department, the resources needed to fight this element is seriously lacking. This high crime rate can be attributed to the violent gangs that operate within the City of Miami Gardens. Gang activity and drug related crimes have become a way of life for many of the youth in this community. With a high dropout and unemployment rate, the youth are often recruited by local gangs as a way of making money through the drug trade. Gangs and drugs are synonymous. The drug trade is very profitable for gang members as they operate under the protection of the gang. The drug trade brings with it deadly results for not only the gang members, but innocent residents as well. In 2006 there were twenty one (21) homicides in Miami Gardens, of those, 76% were gun related and were believed to be gang and/or drug related. It was reported on CNN (June 2007) that in 2006, gun violence in Miami Dade and Broward County increased by 40% - 50%. In Miami Gardens in 2006, there were 564 robberies of which 380 were gun related, in addition, there were 404 assaults of which 108 were gun related. In addition to organized gangs, there are a number of "clicks" that operate within Miami Gardens. These "clicks" generally claim an area (a number of blocks or a defined area), and they use this area for their drug trade. Anyone who chooses to attempt to do business within the area that is not part of the "click" end up with deadly results. Retaliation amongst the "clicks" is common. This is neighborhood warfare with the "clicks" not having a higher archly like the organized gangs, yet just as dangerous. Retaliation amongst the "clicks" is common. Eventually, the organized gangs will attempt to take over the "clicks" area which will result in additional innocent lives being caught in the crossfire. This is reflective of Miami Dade County as a whole. Miami Dade Police reports that in 2006, they identified 617 gang members in Miami Dade County; this was a 52% increase since the prior year. Of those identified, 113 were arrested. In 2006, Miami Dade Police Department reported 5,919 narcotic arrests, with 3353 of those arrests being felonies, of those arrested, 50% had a violent history. During this same timeframe there were 206 seizures of which 156 were firearms. Also seized were 4.5 lbs. of crack cocaine and .64 lbs of heroin. The Multi-

Application Ref # 2008-JAGD-531

Contract -JAGD-DADE---

Rule Reference 11D-9.006 OCJG-005 (rev. April 2005)

Section #2 Page 1 of 4

# Application for Funding Assistance

Florida Department of Law Enforcement

Justice Assistance Grant - Direct

## Section 2 Project Overview

Agency Gang Task Force of which Miami Gardens police department is a participant, reports that in 2006 they made 642 arrests, they seized 34 weapons, 1086 grams of marijuana and 221 grams of cocaine. Murder in Miami-Dade County was up by 37% in 2006. Miami Gardens was host to the majority of these crimes, often referred to on the nightly news as the "War Zone". This "War Zone" has taken its toll on the residents living in this community. It is not uncommon for innocent victims, often children to be caught in the crossfire. The Miami Herald reported on July 5, 2006 of a toddler that was shot to death while playing in his front yard. Miami Dade Police reported that the shooting was linked to a string of gang related killings in North Miami Dade in which the toddler's father was the main suspect. Almost one year later, June 12, 2007, three assault wielding men who claim to be members of the "Uptown Zombie Boys," were arrested for chasing a young man down a neighborhood street and riddling his body with bullets, in front of bystanders. This was believed to be in relation to a previous ambush shooting in which an 18 month old was caught and killed in the crossfire.

### Project Summary

The goal of this initiative is to disrupt the mechanism of the illegal drug market operating within a targeted area, within the City of Miami Gardens. This project is based on the U.S. Department of Justice, Best Practices, Police Crackdowns (COPS Office). Through this initiative, officers will work undercover initiatives such as "drug buy backs", identifying and interviewing informants, surveillance activities and analyzing information obtained from the community, in order to identify the criminal element within a targeted area. Once identified and the area has been scanned and assessed as to where the illegal drugs are being stored; specific look-outs, process of distribution, etc, a police crackdown operation will occur. The U.S. Department of Justice defines crackdowns as: "Sudden and dramatic increase in police officers presence, sanctions, and threats of apprehension for specific offenses in specific places." The crackdown operations will involve detectives (4), who are funded under this initiative for the task of removing the criminal element, as well as participation from officers assigned to the particular zone in which the crackdown operation is occurring. The officers will provide high visibility and will conduct numerous arrests for a wide range of violations. The illegal activity will no longer be allowed to flourish as not only is the criminal element removed, but also the demand for the illegal drugs, as the buyers choose to not conduct business in a high enforcement area. As word is put out on the street that these crackdowns are occurring, buyers will go elsewhere. Officers assigned to that particular zone will increase their presence where the crackdowns are occurring, they will concentrate on field interviews, traffic stops, juvenile offenses such as truancy, foot patrols, bike patrols, etc. The idea is to saturate the area with law enforcement personnel while making both the dealer and buyer unable to operate in this environment. In situations where the surveillance activity has shown a particular business is cooperating with the illegal sale of drugs, code enforcement may be brought in to evaluate the businesses compliance with City of Miami Gardens code. The conducting of routine DUI checkpoints will be coordinated with the crackdown initiatives, thus increasing police presence and the message of zero tolerance. All of these activities will be staggered through out a four month period. This provides the officers the opportunity to operate and disseminate information that is routinely gathered through informants, while utilizing the element of surprise for both the dealer and buyer. It is estimated that thirteen (13) hours per month will be dedicated to this initiative, utilizing four officers in addition to regular patrol staff. The four officers will be from the Detective Bureau and will be paid on an overtime basis for these crackdown operations. This conforms to what numerous researchers have observed during crackdowns, they need to be brief and intense, rotated among several target areas, and to resume them at unpredictable times (Cohen and Ludwig, 2002). In addition, it is extremely important that

Application Ref # 2006-JAGD-531

Section #2 Page 2 of 4

Contract -JAGD-DADE---

# Application for Funding Assistance

## Florida Department of Law Enforcement Justice Assistance Grant - Direct

administrators inform the public that the criminal element is going to be removed from the community and that police saturations will be occurring. This empowers the community through information. They do not see the increased enforcement as negativity to the community but rather as a solution to the crime problem. This also informs the recreational buyer that police presence is going to be enhanced and there is zero tolerance for illegal activity in Miami Gardens.

### Project Location:

The location of this project is the City of Miami Gardens.

### Project Activities/Administration:

Month 1: During the first month, the contract with FDLE will be approved by the City of Miami Gardens and will be fully executed. The City of Miami Gardens Finance Department will set up the expenditure account and revenue account. Signup sheets will be placed in the detective bureau in order to begin recruiting detectives for the crackdown operations. Target areas will be identified and surveillance activity of those areas will occur. This information will assist the detectives in immediately identifying the dealers, look-outs and habitual customers.

Month 2-5: Crime crackdowns will be implemented monthly utilizing four (4) additional detectives along with the units assigned to the target area. Any DUI checkpoints or traffic enforcement initiatives in the targeted area will be in-conjunction with the crackdown operations. The coordination of these activities will be conducted by supervisory personnel who are assigned to that particular zone. The four detectives who are conducting the crackdowns will dedicate thirteen hours (13) per month. The times, dates and length of the crackdown operations will vary according to the information gathered related to the illegal activity occurring in the targeted area. The detectives will strike at peak criminal activity hours in order to arrest and dismantle the majority of the criminal operation. While returning to continue to ensure the activity does not re-occur. It is anticipated that two to three crackdowns in the same area will occur monthly; this keeps the pressure on the targeted area. It is estimated that eight (8) to ten (10) arrests will occur during each crackdown.

Month 6: During this time an evaluation will be conducted by the command staff as to the number of arrests, seizures and the community perception of the problem after the four (4) month crime crackdown operations in the targeted areas versus other areas in the City that did not have the crackdown operation. Community perception is difficult to measure, however, through anecdotal information gathered within the community, their perceptions will be identified.

### H. Target groups, clients and participants:

The target groups are those who are conducting illegal drug/gang activity in a targeted area within the City of Miami Gardens. This includes drug dealers, look-outs, gang members, drug buyers, and those who are providing support services to the illegal operation, such as landlords, tenants and/or local businesses.

### I. Projected Results:

It is anticipated that a minimum of eight to ten arrests will be made during each crime crackdown which equates to 32 to 40. The objective is to reduce gang and drug criminal activity by applying pressure to those involved by an increased police presence; this will be achieved by crime crackdowns in-conjunction with DUI checkpoints and regular road patrol. The theory is to convince the drug dealer and their customers that law enforcement is saturating a particular area, strangling out the criminal element. The key measurement will be the number of arrests during regular patrol and the arrest rate during the crackdown timeframe. Since Miami Gardens is a new municipality this data will be utilized as there is no previous data to utilize as a comparison.

# **Application for Funding Assistance**

**Florida Department of Law Enforcement**

**Justice Assistance Grant - Direct**

---

**Application Ref # 2008-JAGD-531**

**Section #2 Page 4 of 4**

**Contract -JAGD-DADE---**

**Rule Reference 11D-9.005 OCJG-005 (rev. April 2005)**

# **Application for Funding Assistance**

**Florida Department of Law Enforcement**

**Justice Assistance Grant - Direct**

## **Section 3: Performance**

**Federal Purpose Area: 01B - Law Enforcement Programs - Overline**

---

**Application Ref # 2008-JAGD-531**

**Section #3 Page 1 of 1**

**Contract JAGD-DADE--**

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - Direct

## 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: Annual

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 113695944

### Budget:

Budget Category	Federal	Match	Total
Salaries and Benefits	\$10,000.00	\$0.00	\$10,000.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>-- Totals --</b>	<b>\$10,000.00</b>	<b>\$0.00</b>	<b>\$10,000.00</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 - Direct

## Section 4. Financial (cont.)

### Budget Narrative:

#### Salary and Benefits:

4 detectives at an O/T rate of \$45.00 per hour x 13 hours per month which equates to \$2,340.00 per month x 4 months = \$9,360.00.

Fringe Benefits: \$9,360.00 x 7.65 % (FICA) equates to \$716.04.

Total: \$10,076.40

Award Amount: \$10,000.00

The City will pay for the funds over the awarded amount.

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - Direct

## Section 4 - Financial

### Section Questions:

Question: Indicate the Operating Capital Outlay threshold established by the subgrantee. Enter N/A if not applicable.

Answer: \$1,000

Question: If Salaries and Benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase? Enter N/A if not applicable.

Answer: No

Question: If benefits are to be paid, are they included in your budget narrative? Enter N/A if not applicable.

Answer: Yes, FICA @ 7.65%

Question: If indirect costs 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.

Answer: 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 17 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide 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, Equal Treatment Regulation 28 CFR, Part 38.**

### 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 – JAG Countywide Only

(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 17, 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.

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

---

**b. Financial Reports**

**(1) Project Expenditure Reports**

- (a) The ~~JAG Countywide~~ 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 Project Expenditure Reports shall be submitted.~~
  - (b) The ~~JAG Direct~~ subgrant recipient shall submit one Project Expenditure Report for the entire subgrant period.
  - (c) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG).
  - (d) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.
  - (e) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
  - (f) Reports are to be submitted even when no reimbursement is being requested.
- (2) The Closeout Documentation shall be submitted to the Department within forty-five (45) days of the subgrant termination period.
- (3) If applicable, 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 10, Program Income.)

**c. Other Reports**

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

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

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

- a. JAG Countywide - 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.
- b. JAG Direct - The Department shall award program funds to the recipient in a single, lump sum payment.

**8. Trust Funds**

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest; but any earned interest must be used for program purposes and expended before the subgrant end date.

**9. 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.
- c. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, Florida Statutes.
- d. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, Florida Statutes.

**10. 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).

### 11. 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.

### 12. 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.

### 13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the 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.

### 14. Copyright

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

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

### 15. Publication or Printing of Reports

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

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

### 16. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in

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

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 OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or 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

#### **17. Performance of Agreement Provisions**

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

**18. Commencement of Project**

- a. If a project 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.

**19. Excusable Delays**

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
  - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
  - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
  - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

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

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;

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

---

- 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.

#### **21. Disputes and Appeals**

- a. The Department shall make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in 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.

#### **22. Conferences and Inspection of Work**

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

#### **23. Access To Records**

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

#### **24. Retention of Records**

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

## 25. Signature Authority

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

## 26. Delegation of Signature Authority

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

## 27. Personnel Changes

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

## 28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of 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

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

enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

**29. Drug Court Projects**

- a. 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.

**30. Overtime for Law Enforcement Personnel**

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

**31. Criminal Intelligence System**

- 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.

**32. Confidential Funds**

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of 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.

### 33. 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.

### 34. 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).

### 35. Immigration and Nationality Act

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

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

- a. The 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.

**37. 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.

**38. Federal Restrictions on Lobbying**

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

**39. State Restrictions on Lobbying**

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

**40. Additional Restrictions on Lobbying**

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

**41. "Pay - to - Stay"**

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

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

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

- a. **General Requirement:** The 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,

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

---

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.

#### 43. 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

#### 44. 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.

#### 45. Enhancement of Security

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

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

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

The 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.

#### 47. 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.

#### 48. 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

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

---

Archaeological 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.

**49. 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; and all other applicable State and Federal laws, orders, circulars, or regulations.

**50. 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.

**51. Human Research Subjects**

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

**52. National Information Exchange Model specifications**

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

**53. Reporting, Data Collection and Evaluation**

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

**54. Privacy Certification**

The Subgrant recipient agrees to comply with the confidentiality requirements that are applicable to collection, use, and revelation of data or information and that are in accordance with requirements of Confidentiality of Identifiable Research and Statistical Information (28 C.F.R. Part 22 and, in particular, section 22.23, Privacy Certification).

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

If an award is made for a project which has a research or statistical component under which information identifiable to a private person will be collected, the subgrant recipient agrees to:

1. Project plans will be designed to preserve anonymity of private persons to whom information relates, including, where appropriate, name-stripping, coding of data, or other similar procedures.
2. Project findings and reports prepared for dissemination will not contain information which can reasonably be expected to be identifiable to a private person.
3. A log will be maintained indicating that identifiable data have been transmitted to persons other than BJA, OJJDP, BJS, NIJ, or OJP or grantee/contractor staff or subcontractors, that such data have been returned, or that alternative arrangements have been agreed upon for future maintenance of such data.
4. A description of the project containing assurance by the applicant that:
  - (1) Data identifiable to a private person will not be used or revealed.
  - (2) Access to data will be limited to those employees having a need and that such persons shall be advised of and agree in writing to comply with these regulations.
  - (3) All subcontracts which require access to identifiable data will contain conditions meeting the requirements.
5. Any private persons from whom identifiable data are collected or obtained, either orally or by means of written questionnaire, shall be advised that the data will only be used or revealed for research or statistical purposes and that compliance with requests for information is not mandatory. Where the notification requirement is to be waived, a justification must be included in the Privacy Certificate.
6. Describe the precautions that will be taken to insure administrative and physical security of identifiable data.

**55. State Information Technology Point of Contact**

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.oip.usdoj.gov/ec/states.htm>.

**56. Interstate Connectivity**

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

**57. Supplanting**

The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local funds.

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

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

**SUBGRANTEE CERTIFICATION**

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP) to prepare, maintain on file, submit to OJP for review and implement an EEO Plan in accordance with the Omnibus Crime Control and Safe Street Act of 1968, as amended, and 28 CFR Part 42.301-308, Subparts C through H, if they meet the following criteria:

- (i) have 50 or more employees; and
- (ii) received a total of \$25,000 or more in grants or subgrants; and
- (iii) have 3 percent or more minorities in services population (however, if less than 3 percent minorities in service population, an EEO Plan must still be prepared, but must focus on employment practices affecting women only).

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):

- Does meet Act Criteria and does have a current EEO Plan.
- Does meet Act Criteria and does not have a current EEO Plan.
- Does not meet Act Criteria, and therefore not required to have an EEO Plan.

Recipients that meet criteria (i) and (iii) above, and receive over \$500,000 (or \$1 million during and 18 month period) are required to submit an EEO Plan to the Office for Civil Rights, Office of Justice Programs for review.

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 60 days after a subgrant application for federal assistance is approved or face loss of federal funds.

  
Signature of Subgrantee Authorized Official

Type Name: Ms. Shirley Gibson

Title: Mayor

Subgrant Recipient: City of Miami Gardens

Date: 11/26/07

# Application for Funding Assistance

Florida Department of Law Enforcement  
Justice Assistance Grant - Direct

## 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: Clayton H. Wilder

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

Date: 2-12-08



Typed Name of Subgrant City of Miami Gardens

Signature: Shirley M. Gibson

Typed Name and Mayor Shirley M. Gibson

Date: January 9, 2008



Typed Name of Implementing City of Miami Gardens

Signature: Shirley M. Gibson

Typed Name and Mayor Shirley M. Gibson

Date: January 9, 2008