

Orig. 12

RESOLUTION NO. 2019- 27

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF POMPANO BEACH AND THE OTHER PARTICIPATING AGENCIES RELATING TO PARTICIPATION IN THE 2018 EDWARD BYRNE JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT PROGRAM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pompano Beach, is the lead agency on behalf of the seventeen (17) jurisdictions and has been authorized to submit an application and to enter into an Agreement with the U.S. Department of Justice, Edward Byrne Justice Assistance Formula Grant Program for a grant in the amount of Four Hundred Ninety-Three Thousand Four Hundred Forty-Eight Dollars (\$493,448.00); now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Memorandum of Understanding between the City of Pompano Beach and the other participating agencies relating to participation in the 2018 Edward Byrne Justice Assistance Local Solicitation Grant Program, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the other participating agencies.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 23rd day of October, 2018.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

MEB/jmz
10/11/18
l:reso/2019-24

Orig. 12

2018 EDWARD BYRNE JUSTICE ASSISTANCE LOCAL SOLICITATION GRANT MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereinafter “participating agencies”):

- | | | |
|--------------------------|--------------------------|------------------------|
| City of Coral Springs | City of Hollywood | City of Pembroke Pines |
| City of Dania Beach | City of Lauderdale Lakes | City of Plantation |
| Town of Davie | City of Lauderhill | City of Pompano Beach |
| City of Deerfield Beach | City of Miramar | City of Sunrise |
| City of Fort Lauderdale | City of North Lauderdale | City of Tamarac |
| City of Hallandale Beach | City of Oakland Park | |

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies, listed above.

WHEREAS, Broward County has been identified as a “disparate” County; and

WHEREAS, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the Edward Byrne Justice Assistance Grant (hereinafter “JAG”); and

WHEREAS, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the JAG Program; and

WHEREAS, the **City of Pompano Beach** has been selected as through this MOU, to administer the program and serve as the fiscal agent for the disbursement of all funds received for the JAG Program.

THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

Purpose

This MOU establishes the relationship between the parties for participation in the FY 2018 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number **2018-DJ-BX-0884**).

Procedures

1. The **City of Pompano Beach, Florida** will serve as the lead agency and grant administrator for the agencies in Broward County, Florida participating in the JAG

Program. Pursuant to the JAG Program guidelines, funding for the JAG Program will be provided to the **City of Pompano Beach**.

2. The **City of Pompano Beach** shall then disperse the funds to the parties in the amounts determined by the JAG Program. For municipalities that currently contract with BSO for law enforcement services, the BSO shall retain the funds for use in the appropriate BSO Districts pursuant to the contracts for law enforcement services.
3. Each party shall be responsible for submitting its own application for their individual JAG Program to the **City of Pompano Beach**. The **City of Pompano Beach**, Grants Management Office will prepare the single application to include the Program Narrative and Budget Narrative, and shall submit the application to the Department of Justice.

Below is the list of awards, less the 10% of the Formula-Based Allocation for administrative costs for each of the seventeen jurisdictions:

2018 EDWARD BYRNE MEMORIAL JAG AWARDS

Jurisdiction Name	Formula-Based Allocation	Less 10% Administrative Costs	Award
City of Coral Springs	\$15,599	(\$1,559.90)	\$14,039.10
City of Dania Beach	\$12,807	(\$1,280.70)	\$11,526.30
Town of Davie	\$17,680	(\$1,768.00)	\$15,912.00
City of Deerfield Beach	\$24,022	(\$2,402.20)	\$21,619.80
City of Fort Lauderdale	\$90,751	(\$9,075.10)	\$81,675.90
City of Hallandale Beach	\$16,774	(\$1,677.40)	\$15,096.60
City of Hollywood	\$47,824	(\$4,782.40)	\$43,041.60
City of Lauderdale Lakes	\$19,419	(\$1,941.90)	\$17,477.10
City of Lauderhill	\$41,433	(\$4,143.30)	\$37,289.70
City of Miramar	\$32,201	(\$3,220.10)	\$28,980.90
City of North Lauderdale	\$15,599	(\$1,559.90)	\$14,039.10
City of Oakland Park	\$16,847	(\$1,684.70)	\$15,162.30
City of Pembroke Pines	\$24,218	(\$2,421.80)	\$21,796.20
City of Plantation	\$19,663	(\$1,966.30)	\$17,696.70
City of Pompano Beach	\$67,071	\$42,637.70	\$109,708.70
City of Sunrise	\$18,929	(\$1,892.90)	\$17,036.10
City of Tamarac	\$12,611	(\$1,261.10)	\$11,349.90
Total	\$493,448	(\$0.00)	\$493,448

*City of Pompano Beach will also be the lead agency and provide fiscal and programmatic oversight.

Term and Termination

1. This MOU shall remain in effect from October 1, 2017 through September 30, 2021, and its continuation shall be subject to the availability of necessary funding from the JAG Program.
2. A participating agency may withdraw from this agreement at any time by providing thirty (30) days written notice of its intent to withdraw to all other participating agencies.
3. This MOU may be terminated upon the written consent of all parties to this MOU.

Amendments

This MOU may be modified at any time upon the written agreement of all of the participating agencies.

Insurance and Indemnification

1. Each party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, automobile liability insurance and workers compensation insurance policy or maintain a self-insuring fund for the term of the Agreement in the amounts determined by each party to adequately insure said party's liability assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity. The participating agencies agree to provide the **City of Pompano Beach** within thirty (30) days of entering this Agreement with proof of insurance if requested.
2. Each party shall be responsible for the negligent acts or omissions of their respective employees in accordance with Ch. 768.28, Fla. Stat. and nothing herein shall be deemed a waiver of those protections.

Guidelines

In performing its duties, responsibilities and obligations pursuant to this Agreement, each party agrees to: (i) adhere to the requirement standards set forth in the Office of Justice Programs' *Financial Guide*, as amended and Federal OMB Circular A-133, as applicable; and (ii) , the special conditions FY 2018 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Award issued by DOJ. All participating agencies shall enter into a formal sub-award agreement between the **City of Pompano Beach** as Sub-award Grantor and the participating agency as the Sub-award Grantee in a form substantially similar to the attached Exhibit 1.

Records

- a. Each party understands that any and all records created as a result of participating in this Program may be subject to public disclosure pursuant to the Public Records Statute, Fla. Stat. Section 119.07 and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.
- b. Each party shall maintain its own respective records and documents associated with MOU sufficient to demonstrate compliance with the terms of this Agreement for a period of five (5) years from the date of execution of the MOU and shall allow the **City of Pompano Beach** access to such records upon request.
- c. Each party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to the **City of Pompano Beach**, its employees, and agents. The term "agents" shall include, but is not limited to, auditors retained or employed by the **City of Pompano Beach**. The term "reasonable" shall be construed according to the individual party circumstances but ordinarily shall mean during normal business hours of 8:00 am to 5:00 pm, local time, Monday through Friday.
- d. Upon reasonable notice, the participating agency shall provide the **City of Pompano Beach** with any additional documentation, information, or reports as may be required by the **City of Pompano Beach**.

Execution

This agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

"CITY":

Witnesses:

Betty J. Moses

Shelley R. Bartholomew

CITY OF POMPANO BEACH

By: [Signature]
LAMAR FISHER, MAYOR

By: [Signature]
GREGORY P. HARRISON, CITY MANAGER

Attest:

Ascelita Hammond

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA

COUNTY OF BROWARD

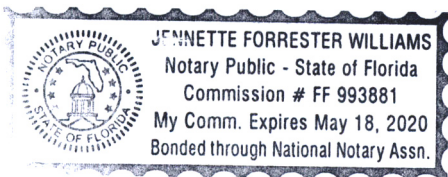
The foregoing instruments were acknowledged before me this 29 day of October, 2018, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Jennette Forrester Williams
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number





**SUBRECIPIENT AGREEMENT BETWEEN CITY OF POMPANO BEACH AND THE CITY OF _____ FOR
Edward Byrne Memorial Justice Assistance Grant Program**

This is a Subrecipient Agreement (“Agreement”), made and entered into by and between City of Pompano Beach, a municipal corporation organized and existing under the laws of the State of Florida (“City”) and the City of _____, a municipal corporation organized and existing under the laws of the State of Florida, (“Subrecipient”), (collectively referred to as the “Parties”).

- A. The U.S. Department of Justice (“DOJ”) has identified Broward County as a “disparate” County; and
- B. The City is a recipient of federal Edward Byrne Memorial Justice Assistance Grant (“JAG”) funds. As a non-federal pass-through entity for this program, the City subawards JAG funds to eligible units of government. All subawards made by the City to eligible units of government under this program require compliance with this Agreement upon signed acceptance of the subaward; and
- C. The Subrecipient has been identified as eligible jurisdictions able to collectively implement the objectives and goals of the JAG program, CFDA Number _____; and
- D. This Agreement must be consistent with the requirements outlined in 2 CFR 200.331, the Federal Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards found in Title 2 Grants and Agreements, Part 200. NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

SECTION I: PURPOSE

This Agreement establishes the relationship between the Parties for participation in the FY 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number _____). The Federal Award Identification Number is _____ and the Federal Award Date to the City was _____. Pursuant to the Federal Funding Accountability and transparency Act (FFATA) the Federal award project description for the Subrecipient is individually summarized in Exhibit A attached hereto and incorporated by reference.

Upon acceptance of the subaward, the terms and conditions outlined herein will become binding. As units of government, the Subrecipient will maintain required state and federal registrations and certifications for eligibility under this program. The Subrecipient must submit required programmatic and financial reports documenting that eligible activities were completed in accordance with the grant and program requirements.

SECTION II: AWARD

The Subrecipient's grant award is as follows:

Jurisdiction Name	Formula-Based Award (Total Amount of Federal Funds Obligated Prior to Indirect Cost Allocation)	Less 10 % Indirect Cost Allocation (Total Amount of Federal Funds Obligated)*
City of	\$.00	\$
	\$.00	Award Less Amount of Indirect Cost \$

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

Grant funds must not to be used for research and development. No Party may use the funds allocated to them under this Agreement for prohibited expenditures found in 34 U.S.C. § 10152(d), 42 U.S.C. § 3751, or other prohibited expenditures as identified within the grant.

SECTION III: METHOD OF BILLING AND PAYMENT

Subrecipient may submit invoices for compensation no more often than on a monthly basis, but only after the activities for which the invoices are submitted has been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices must designate the nature of the activities completed and, as applicable, the personnel, hours, tasks, or other detail as requested by the City.

Invoices shall be submitted invoice to:

SECTION IV: TERM

The term of this Agreement and the subaward period of performance shall begin _____ and shall end on _____. The continuation of this Agreement beyond the end of any City fiscal year is subject to the appropriation and availability of necessary funding from the JAG Program.

SECTION V: GENERAL REQUIREMENTS

Subrecipient must comply with requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide), http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf, the Edward Byrne Memorial Justice Assistance Grant program guidance, federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:

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

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

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

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

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

SECTION VI: STANDARD CONDITIONS

Subrecipients are bound by the following standard conditions:

- 6.1 **Payment Contingent on Appropriation and Availability of Funds** – The City’s obligation to reimburse Subrecipient for costs incurred under this Agreement is subject to the availability of federal funds and annual appropriation by the City Commission of the City of Pompano Beach, Florida.

- 6.2 **System for Award Management (SAM)** – Subrecipient must maintain current information in SAM until they submit the financial report required under this award or receives the final payment,

whichever is later. This requires the Subrecipient to review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

- 6.3 **Commencement of Project** – If a project is not operational within 60 days of the original start date of the award period, Subrecipient must report by letter to the City the steps taken to initiate the project, the reasons for delay, and the expected start date.
- 6.3.1 If a project is not operation within 90 days of the original start date of the award period, the Subrecipient must submit a second statement to the City explaining the implementation delay.
- 6.3.2 Upon receipt of the ninety (90) day letter, the City will determine if the reason for delay is justified or will, at its discretion, unilaterally terminate this agreement. The City, 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.
- 6.4 **Supplanting** – Subrecipient acknowledges that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be make available for law enforcement activities.
- 6.5 **Personnel Changes** – Upon implementation of the project, in the event there is a change in Chief Officials for the Subrecipient, implementing agency, or any contact information to include mailing address, phone number, email or title change, project staff must notify the SIMON help desk to update the organizational information in SIMON. Project director changes require a grant adjustment in SIMON.
- 6.6 **Non-Procurement, Debarment and Suspension** – Subrecipient must comply with 2 C.F.R. § 180, “OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement).” These procedures require Subrecipient to certify that it will 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 City.
- 6.7 **Federal Restriction on Lobbying** – Subrecipient must comply with 28 C.F.R. § 69, “New Restrictions on Lobbying” and must file the most current edition of the Certification and Disclosure Form, if applicable, with each submission that initiates consideration of such Subrecipient for award of a federal contract, grant, or cooperative agreement. In addition, the Subrecipient must not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the OJP.
- 6.8 **The Coastal Barrier Resources Act** - Subrecipient must comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (Pub. L. No. 97-348) dated October 19, 1982 (16 U.S.C. §§ 3501 et seq.) which prohibits the expenditure of most new

federal funds within the units of the Coastal Barrier Resources System.

6.9 Enhancement of Security - If funds are used for enhancing security, Subrecipient must:

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

6.9.2 Conduct such an assessment with respect to each such enhancement and submit to the City the aforementioned assessment in its Final Program Report.

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

6.11 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 City, the U.S. Department of Justice, or the City Internal Auditor, have the right to visit the project site to monitor, inspect and assess activities performed under this agreement.

6.12 Insurance Requirements - Subrecipient is an entity subject to Section 768.28, Florida Statutes, and must furnish verification of liability protection in accordance with state law prior to final execution of this agreement.

SECTION VII: CIVIL RIGHTS REQUIREMENTS

7.1 Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in federally funded programs or activities. The Subrecipient, implementing agency, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 C.F.R. § 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7.2 The City does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age. Subrecipient must notify program participants and beneficiaries that they do not discriminate on the basis of race, color, national origin, religion, sex, disability, or age in the delivery of services, benefits, or employment practices.

- 7.3 Subrecipient is responsible for ensuring that contractors and agencies to whom it passes through funds are in compliance with all Civil Rights requirements and that those contractors and agencies are aware that they may file a discrimination complaint with the Subrecipient, with the City, or with the Office for Civil Rights (OCR), and how to do so.
- 7.4 Equal Employment Opportunity Plans
- 7.4.1 The Subrecipient or implementing agency must develop EEO Plans if they have 50 or more employees and have received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the online short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the Subrecipient or implementing agency, and must be available for review and audit. The organization must also submit an EEO Certification to the City.
- 7.4.2 If the Subrecipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the DOJ, it must submit its plan to the DOJ for approval. A copy of the DOJ approval letter must be submitted to the City. The approval letter expires two years from the date of the letter.
- 7.4.3 A Subrecipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees; does not receive any single award of \$25,000 or more from the DOJ; or is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification of Exemption to the City.
- 7.4.4 The Subrecipient and implementing agency acknowledge that failure to comply with EEO requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- 7.5 **Americans with Disabilities Act** - Subrecipient must comply with the requirements of the Americans with Disabilities Act (ADA) (Pub. L. No. 101-336), which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services, and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- 7.6 **Rehabilitation Act of 1973 (28 C.F.R. § 42(G))** - If Subrecipient has 50 or more employees and receive DOJ funding of \$25,000 or more, it must take the following actions:
- 7.6.1 Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. § 42(G), which prohibits discrimination on the basis of a disability in employment practices and the delivery of services.
- 7.6.2 Designate a person to coordinate compliance with the prohibitions against disability

discrimination contained in 28 C.F.R. § 42(G).

- 7.6.3 Notify participants, beneficiaries, employees, applicants, and others that the Subrecipient or implementing agency does not discriminate on the basis of disability.
- 7.7 **Limited English Proficiency (LEP)** - In accordance with DOJ Guidance pertaining to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at www.lep.gov. The City strongly encourages Subrecipient to have a written LEP Language Access Plan.
- 7.8 **Immigration and Nationality Act** - No federal funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The City will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the City.

SECTION VIII: FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

8.1 Fiscal Control and Fund Accounting Procedures

- 8.1.1 All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common rule, and OMB Uniform Grant Guidance (2 C.F.R. § 200) as applicable, in their entirety.
- 8.1.2 Subrecipient must have written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319 Competition. The Subrecipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Subrecipient must have financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a Subrecipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.
- 8.1.3 All funds spent on this project must be disbursed according to provisions of the project budget as approved in the JAG subaward.

SECTION IX: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 9.1 **Obligation of Subrecipient Funds** - Subaward funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the period of performance.

Only project costs incurred on or after the effective date and on or prior to the termination date of the Subrecipient's project is eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subaward period of performance.

9.2 Performance

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

8.2.2 Performance of Agreement Provisions - In the event of default; non-compliance; or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultants and suppliers, or both, the City may impose sanctions it deems appropriate including withholding payments, cancellation, termination, or suspension of this Agreement in whole or in part. In such event, the City will notify the Subrecipient of its decision thirty (30) days in advance of the effective date of such sanction. The Subrecipient will be reimbursed only for those activities satisfactorily completed prior to the effective date of such sanction.

9.2.3 Reports - Subrecipient must submit Monthly or Quarterly Project Performance Reports to the City, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Quarterly Project Performance Reports must be submitted.

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

9.2.3.2 Submission: Performance Reports may be submitted by the Subrecipient's Project Director, Application Manager, or Performance Contacts.

9.3 Financial Expenditure Reports

9.3.1 Subrecipient must have a choice of submitting either a Monthly or a Quarterly Project

Expenditure Report to the City. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports must be submitted.

- 9.3.2 All project expenditures for reimbursement of Subrecipient costs must be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants through the SIMON (Subgrant Information Management Online).
 - 9.3.3 All Project Expenditure Reports must be submitted in sufficient detail for proper pre-audit and post-audit.
 - 9.3.4 Before the "final" Project Expenditure Report will be processed, Subrecipient must submit to the City all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions may result in forfeiture of reimbursement.
 - 9.3.5 Reports are to be submitted even when no reimbursement is being requested.
 - 9.3.6 Reports must be electronically signed by the Subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.
- 9.4 **Other Reports** - Subrecipient must submit the Uniform Crime Report and other reports as may be reasonably required by the City.

SECTION X: MONITORING AND AUDITS

- 10.1 **Access to Records** - The City, U.S. Department of Justice, U.S. Comptroller General or any of their duly authorized representatives, must have access to books, documents, papers and records of the Subrecipient, implementing agency, and contractors, related to the subaward, for the purpose of audit and examination according to the Financial Guide and the Common Rule.

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

- 10.2 **Monitoring** - Subrecipient must comply with the City's grant monitoring guidelines, protocols, and procedures; and cooperate with the City on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, contract reviews and audits. Subrecipient must provide all documentation necessary to complete monitoring of the subaward and verify expenditures. Further, Subrecipient must abide by reasonable deadlines set by the City for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Subrecipient's subaward, including, but not limited

to: withholding and/or other restrictions on the Subrecipient's access to funds, referral to the City Internal Auditor for audit review, designation of the Subrecipient as a High Risk grantee, or termination of award(s).

10.3 Property Management - Subrecipient must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the City or purchased pursuant to this Agreement consistent with federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, or 2 C.F.R. § 200, as applicable. This obligation continues as long as the Subrecipient retains the property, notwithstanding expiration of this Agreement.

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

10.4 Subaward Closeout - A Financial Closeout Audit must be submitted to the City within forty-five (45) days of the end date of the performance period.

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

10.6 High Risk Subrecipients - Subrecipient must comply with any additional requirements that may be imposed during the grant performance period if the DOJ determines the Subrecipient is a high-risk grantee. Cf. 28 C.F.R. §§ 66, 70.

10.7 Reporting, Data Collection and Evaluation - Subrecipient must comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for JAG. Compliance with these requirements will be monitored by the City.

10.8 Retention of Records – Subrecipient must maintain all records for a minimum of five (5) years from the date of the financial statement and be available for audit and public disclosure upon request. Subrecipient must comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf> <http://dos.myflorida.com/media/693578/g02.pdf>.

10.9 Single Annual Audit

10.9.1 A Subrecipient that expends \$750,000 or more in a year in federal awards must have a single audit or program-specific audit conducted for that year. The audit must be performed in accordance with 2 C.F.R. § 200(F) Audit Requirements and other applicable federal law. This Agreement must be identified in the Schedule of Federal Financial Assistance in the subject audit. The audit report must be identified as federal funds

passed through the City and include the contract number, award amount, contract period, funds received, and funds disbursed.

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

10.9.3 Audits must be completed by an Independent Public Accountant (IPA) and according to Generally Accepted Government Auditing Standards (GAGAS). The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. Subrecipient must procure audit activities according to 2 C.F.R. § 200.509, and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.

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

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

A Subrecipient that expends less than \$750,000 in federal awards during a fiscal year are exempt from the audit requirements of 2 C.F.R. § 200(F) for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, must be provided to the City by the Chief Financial Officer, or designee, that the Subrecipient is exempt. This notice must be provided to the City no later than June 30 following the end of the fiscal year.

10.9.6 If this Agreement is closed without an audit, the City reserves the right to recover any disallowed costs identified in an audit completed after such closeout.

10.9.7 The Federal Audit Clearinghouse is the repository of record for 2 C.F.R. § 200(F). Audits performed as a result of this requirement must be completed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to Part 200 on the specified Data Collection Form (Form SF-SAC), and be signed by a senior level representative or chief official of the auditee.

(The remainder of this page is intentionally left blank.)

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND
CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instruments were acknowledged before me this _____ day of _____, 2018, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

AGREEMENT BETWEEN CITY AND SUBRECIPIENT FOR THE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

SUBRECIPIENT

WITNESSES:

CITY OF _____

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

____ day of _____, 20__

Print Name of Witness above
Designated Title and Address for Notices
(include email address(es))

ATTEST:

City Clerk

Approved as to legal form: _

City Attorney

EXHIBIT A

Project Description

SUBGRANT AWARD CERTIFICATE

Subgrantee:

Grant Period: From: _____ TO: _____

Project Title: _____

Grant Number: _____

Federal Funds: \$ _____

State Agency Match: _____

Local Agency Match: \$ _____

Total Project Cost: \$ _____

CFDA Number: _____

Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C. 3751-3759); the Consolidated Appropriations Act, 2008, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization, Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, Common Rule for State and Local Governments, or OMB Uniform Grant Guidance (2 CFR Part 200), in their entirety. It is also subject to the attached standard conditions and 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.

This award is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of the agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables. Expenditures must be supported with documentation and verified during annual monitoring. Failure to comply with provisions of this Agreement, or failure to meet minimum performance specified in the Agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the Agreement and OMB Uniform Guidance 200.338 - 200.342.

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 Certificate of Acceptance of Subgrant Award is returned to the City.

Signature of the Subgrantee's Authorized Official

(Date)

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number _____, in the amount of \$ _____, for a project entitled, _____, for the period of _____ through _____, to be implemented in accordance with the approved subgrant application, and subject to the City's Standard Conditions and any special conditions governing this subgrant.

This subaward requires that the Subrecipient adhere to the following:

No recipient or Subrecipient, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to restrict, the reporting of waste, fraud or abuse in accordance with the law to a department or agency authorized to receive such information. This is not intended to contravene requirements applicable to classified, sensitive or exempt information.

In accepting this award, the Subgrantee certifies that it neither requires nor has required employees or contractors to sign such internal confidentiality agreements or statements.

The _____ undertake a review to validate its compliance with 8 U.S.C. § 1373. If determined to be in compliance at the time of review, the _____ must submit documentation that contains a validation to that effect and includes an official legal opinion from counsel (including related legal analysis) adequately supporting the validation.

If the _____ determines it is not in compliance at the time of review, sufficient and effective steps must be taken to bring the City of Pompano Beach into compliance therewith and thereafter submit documentation that details the steps taken, contains a validation that the City of Pompano Beach has come into compliance, and includes an official legal opinion from counsel (including related legal

Signature of the Subgrantee's Authorized Official

Printed Name and Title of Official

Date of Acceptance

ATTESTATIONS AND CERTIFICATIONS

This form is required to be completed by the authorized official, or authorized official designee, of all Subgrantee units of government receiving Edward Byrne Memorial Justice Assistance Grant (JAG) program federal pass-through funding from City of Pompano Beach. In accepting this award, the subgrantee certifies that it will comply with the requirements set forth below and/or any other requirements of the subaward. Failure to do so may result in a hold *or* freeze on the drawdown of federal funds, *and/or* suspension or termination of the Agreement.

Procurement Standards: The Subgrantee, through its authorized representative, certifies the unit of government below has written procurement policies and standards that are compliant with the requirements set forth in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. §§ 200.317-326, and OJP Financial Guide, Section 3.8. Additionally, the Subgrantee assures these policies and standards will be utilized *for* all federal grant related procurement activities

Conflict of interest: Decisions related to use of these grant funds must be free of undisclosed personal organizational conflicts of interest, both in fact and in appearance. The subgrantee, through its authorized representative, certifies the unit of government below is compliant with OMS Uniform Requirements, 2C.F.R. § 200.112, and OJP Financial Guide Section 3.21 regarding Conflict of Interest, and will notify the City's Finance Department, in writing of any potential conflicts of interest in accordance with this Agreement. The recipient must disclose in a timely manner, in writing, all violation of state or federal criminal law involving fraud, bribery, or gratuity violations.

Organization Name: _____

Subaward Number _____

Signature of the Subgrantee's Authorized Official

Printed Name and Title of Official

Date of Acceptance