



**SUB-RECIPIENT AGREEMENT BETWEEN SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY FLORIDA
AND CITY of LAUDERHILL FOR
Edward Byrne Memorial Justice Assistance Grant Program**

This is a Sub-recipient Agreement ("Agreement"), made and entered into by and between Scott J. Israel as Sheriff of Broward County, a constitutional officer of Broward County ("BSO") and CITY of LAUDERHILL, ("Sub-recipient"), (collectively referred to as the "Parties").

- A. The U.S. Department of Justice ("DOJ") has identified Broward County as a "disparate" County.
- B. Broward County ("County") is a recipient of federal Edward Byrne Memorial Justice Assistance Grant ("JAG") funds. As a non-federal pass-through entity for this program, the County sub-awards JAG funds to eligible units of government. All sub-awards made by the County to eligible units of government under this program require compliance with this Agreement upon signed acceptance of the sub-award.
- C. County has entered an agreement with BSO to act as: 1) the managing entity to pass-through JAG funds to individual participant cities; and 2) enter individual sub-recipient agreements with each individual city containing the provisions herein.
- D. The Sub-recipient has been identified as an eligible jurisdiction able to implement the objectives and goals of the JAG program, Catalogue of Federal Domestic Assistance ("CFDA") Number 16.738.
- E. The parties have entered a Memorandum of Understanding pertaining the subject funds but the DOJ and County require a more extensive, individual sub-recipient agreement in the form herein.
- F. This Agreement must be consistent with the requirements outlined in 2 CFR 200.331, the Federal Uniform Administrative requirements, Cost Principals, 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 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number 2017-DJ-BX-0823). The Federal Award Identification Number is 2017-DJ-BX-0823 and the Federal Award Date to the County was June 26, 2018. Pursuant to the Federal Funding Accountability and transparency Act (FFATA) the Federal award project description for the Sub-recipient is individually summarized in Exhibit A attached hereto and incorporated by reference.

Upon acceptance of the sub-award, the terms and conditions outlined herein will become binding. As a unit of government, the Sub-recipient will maintain required state and federal registrations and

certifications for eligibility under this program. The Sub-recipient 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 Sub-recipient's grant award is as follows:

Sub-recipient's Name	Sub-award Amount
<u>CITY of LAUDERHILL</u>	<u>\$33,159.06</u>

The BSO will only reimburse Sub-recipient for authorized activities. BSO 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 and the Grant funds must not be used for lobbying. Funds allocated under this Agreement shall not be used 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

Sub-recipient may submit invoices for compensation no more often than on a monthly basis, but only after the activities for which the invoices are submitted have been completed. An original invoice transmitted electronically is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than thirty (30) 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 BSO and/or the County. All payments made to Sub-recipient are contingent upon approval of BSO and the County and shall be delayed to the extent required for: 1) BSO to secure County's approval of the payment; and 2) BSO securing payment from County to pass-through to the Sub-recipient.

Invoices shall be submitted to:

Norma McGraw
Broward Sheriff's Office
2601 West Broward Blvd.
Fort Lauderdale, Florida 33312
Norma_mcgraw@sheriff.org

SECTION IV: TERM

The term of this Agreement and the sub-award period of performance shall begin retroactive to October 1, 2016 and shall end on September 30, 2020. The continuation of this Agreement beyond the end of any County fiscal year is subject to the appropriation and availability of necessary funding from the JAG Program.

SECTION V: GENERAL REQUIREMENTS

Sub-recipient must comply with all requirements contained within the JAG Grant's special conditions attached hereto and marked as Exhibit C Award #2017-DJ-BX-0823) applicable to Sub-recipient's portion of the funds. Additionally, Sub-recipient 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 sub-awards 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://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>.

SECTION VI: STANDARD CONDITIONS

Sub-recipient is bound by the following standard conditions:

- 6.1 **Payment Contingent on Appropriation and Availability of Funds** – The BSO’s obligation to reimburse Sub-recipient for costs incurred under this Agreement is subject to the availability of federal funds and annual appropriation by the Board of County Commissioners of Broward County, Florida
- 6.2 **System for Award Management (SAM)** – Sub-recipient must maintain current information in SAM until it submits the financial report required under this award or receives the final payment, whichever is later. This requires the Sub-recipient 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 after the date of full execution of this Agreement, Sub-recipient must report by letter to BSO, and to the County, if requested by the County, the steps taken to initiate the project, the reasons for delay, and the expected start date.
 - 6.3.1 If a project is not operational within 90 days after the date of full execution of this Agreement, the Sub-recipient must submit a second statement to BSO, and to the County, if requested by County explaining the implementation delay.
 - 6.3.2 Upon receipt of the ninety (90) day letter, BSO and/or the County will determine if the reason for the delay is justified or will, at BSO’s and/or the County’s discretion, unilaterally terminate this agreement. BSO, where warranted by extenuating circumstances and with the approval of the County, 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** – Sub-recipient 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 made 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 Sub-recipient, implementing agency, or any contact information to include mailing address, phone number, email or title change, project staff must notify the DOJ Grants Management System (GMS) help desk to update the organizational information in GMS. Project director changes require a grant adjustment in GMS.
- 6.6 **Non-Procurement, Debarment and Suspension** – Sub-recipient must comply with 2 C.F.R. § 180, “OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement).” These procedures require Sub-recipient 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 BSO, with agreement by the County.

- 6.7 **Federal Restriction on Lobbying** – Sub-recipient 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 Sub-recipient for award of a federal contract, grant, or cooperative agreement. In addition, the Sub-recipient 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** – Sub-recipient 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, Sub-recipient 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 BSO, and to the County, if requested by the County, the aforementioned assessment in its Final Program Report.
- 6.10 **Intentional Deleted-**
- 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 BSO, the County, the U.S. Department of Justice, or the County Auditor, have the right to visit the project site to monitor, inspect and assess activities performed under this agreement.
- 6.12 **Insurance Requirements** – Sub-recipient is an entity subject to Section 768.28, Florida Statutes, and will be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Sub-recipient 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 Sub-recipient, 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 BSO does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age. Sub-recipient 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 Sub-recipient is responsible for ensuring that contractors and agencies to whom it passes through funds are compliant with all Civil Rights requirements and that those contractors and agencies are aware that they may file a discrimination complaint with the Sub-recipient, with BSO, the County, or with the Office for Civil Rights (OCR), and how to do so.
- 7.4 Equal Employment Opportunity Plans
 - 7.4.1 The Sub-recipient 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 Sub-recipient or implementing agency, and must be available for review and audit. The organization must also submit an EEO Certification to BSO and to the County, if requested by the County.
 - 7.4.2 If the Sub-recipient 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 BSO and the County, if requested by the County. The approval letter expires two years from the date of the letter.
 - 7.4.3 The Sub-recipient or implementing agency is exempt from the EEO Plan requirement if it 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 BSO and to the County, if requested by County.
 - 7.4.4 The Sub-recipient 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** – Sub-recipient 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 Sub-recipient has 50 or more employees and receives 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 Sub-recipient 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. BSO strongly encourages Sub-recipient 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"). BSO and the County will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by BSO.

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 Sub-recipient must have written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319 Competition. The Sub-recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Sub-recipient 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 Sub-recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and sub-recipients.

- 8.1.3 All funds spent on this project must be disbursed according to provisions of the project budget as approved in the JAG sub-award.

SECTION IX: SUB-AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 9.1 **Obligation of Sub-recipient Funds** – Sub-award 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 Sub-recipient's project is eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the sub-award period of performance.

9.2 Performance

- 9.2.1 **Sub-award Performance** - The Sub-recipient must comply with state and federal requirements for sub-award performance under 2 C.F.R. §§ 200.76 and 200.77. The sub-award 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 sub-award 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 Sub-recipient'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.

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

- 9.2.3 **Reports** – Sub-recipient must submit Monthly Project Performance Reports to BSO and to the County, if requested by the County, within fifteen (15) days after the end of the reporting period. In addition, if the sub-award period is extended beyond the "original" project period, additional Monthly 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 sub-award. 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 Process, Frequency and Format: Performance Reports may be submitted by the Sub-recipient's representative and Performance Reports must be submitted quarterly titled General Information Module, Goals and Objectives Module, Activity/Program Selection Module and Law Enforcement Module in a format required by BSO, County and/or DOJ.

9.3 Financial Expenditure Reports

9.3.1 Sub-recipient must submit a Monthly Project Expenditure Report to BSO, and to the County, if requested by the County.

9.3.2 All project expenditures for reimbursement of Sub-recipient costs must be submitted on BSO Expenditure Report, and if requested by County, submitted on County's Expenditure Report Forms.

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, Sub-recipient must submit to BSO, and to the County, if requested by the County, 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 Sub-recipient or implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.

9.4 Other Reports – Sub-recipient must submit the Uniform Crime Report and other reports as may be reasonably required by BSO, and to the County, if requested by the County.

SECTION X: MONITORING AND AUDITS

10.1 Access to Records - BSO, the County, 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 Sub-recipient, implementing agency, and contractors, related to the sub-award, for the purpose of audit and examination according to the Financial Guide and the Common Rule.

BSO reserves the right to unilaterally terminate this Agreement if the Sub-recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Section 119, Florida Statutes, unless specifically exempted and/or

made confidential by operation of Section 119, Florida. Statutes, and made or received by the Sub-recipient or its contractor in conjunction with this Agreement.

- 10.2 **Monitoring** – Sub-recipient must comply with BSO’S and the County’s grant monitoring guidelines, protocols, and procedures; and cooperate with BSO and the County on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, contract reviews and audits. Sub-recipient must provide all documentation necessary to complete monitoring of the sub-award and verify expenditures. Further, Sub-recipient must abide by reasonable deadlines set by BSO and the County for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Sub-recipient’s sub-award, including, but not limited to: withholding and/or other restrictions on the Sub-recipient’s access to funds, referral to the County Auditor for audit review, designation of the Sub-recipient as a High-Risk grantee, or termination of award(s).
- 10.3 **Property Management** – Sub-recipient must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by BSO and the County 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 Sub-recipient retains the property, notwithstanding expiration of this Agreement.
- 10.3.1 **Property Use** – Sub-recipient 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. Sub-recipient must use, manage, and dispose of equipment acquired under a Federal award in accordance with 2 C.F.R. § 200.313, “Equipment”.
- 10.4 **High Risk Sub-recipients** – Sub-recipient must comply with any additional requirements that may be imposed during the grant performance period if BSO, County or the DOJ determines the Sub-recipient is a high-risk grantee. Cf. 28 C.F.R. §§ 66, 70.
- 10.7 **Reporting, Data Collection and Evaluation** – Sub-recipient 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 BSO and/or the County.
- 10.8 **Retention of Records** – Sub-recipient must maintain all records for a minimum of five (5) years from the date of the financial statement and such records must be available for audit and public disclosure upon request. Sub-recipient 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 Sub-recipient 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 BSO and the County 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 BSO or the County.

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. Sub-recipient 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 Sub-recipient 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. Sub-recipient follow-up to audit findings must abide by requirements in 2 C.F.R. § 200.511.

10.9.5 Sub-recipient 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 BSO and the County.

A Sub-recipient 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 BSO and to the County by the Chief Financial Officer, or designee, that the Sub-recipient is exempt. This notice must be provided to BSO and the County no later than June 30 following the end of the fiscal year.

10.9.6 If this Agreement is closed without an audit, BSO and the County 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.

- 10.10 Assignment** - BSO may assign this Agreement to the County with notice to Sub-recipient and County, so long as County agrees to perform BSO's obligations and duties upon the same terms and conditions contained here.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement:

AGREEMENT BETWEEN BROWARD COUNTY AND SUB-RECIPIENT FOR THE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

SCOTT J. ISRAEL, AS SHERIFF OF BROWARD COUNTY FLORIDA

By: _____

Colonel Tom Harrington,
Executive Director-Department of Administration
_____ day of _____, 20_____

Approved as to form & legal sufficiency
subject to the execution by the parties

By: _____

Ronald M. Gunzburger
General Counsel / Executive Director
Broward Sheriff's Office

Date: _____

AGREEMENT BETWEEN BROWARD COUNTY AND
SUB-RECIPIENT FOR THE EDWARD BYRNE
MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

SUB-RECIPIENT

CITY of LAUDERHILL

By: A handwritten signature in blue ink that reads "Constance Stanley, Chief". The signature is written over a horizontal line.

Constance Stanley, Chief of Police
Lauderhill Police Department

24th day of January, 2019

EXHIBIT A

Project Description

Seventeen cities within Broward County will benefit from the grant award which will provide a range of criminal justice related activities that will assist local law enforcement efforts and local initiatives to include: technology improvement programs, personnel, equipment, and training. The goal of the project is to utilize funds designated for County municipalities to deter crime and increase public safety.

The Sub-recipient's project is generally described as: The city of Lauderhill will allow its Police Department will utilize funds from the 2017 Edward Memorial Byrne Justice Assistance Grant to address residential and vehicular burglaries often committed by juveniles.

EXHIBIT B

2017 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
PROGRAM BUDGET

ACCOUNT CATEGORY	BUDGETED AMOUNT
Personnel	<u>\$15,247.06</u>
Fringe Benefits	<u>\$0</u>
Equipment	<u>\$17,912.00</u>
Supplies	<u>\$0</u>
Training	<u>\$0</u>
Other	<u>\$0</u>
Indirect cost	<u>\$0</u>
Administrative Fees	<u></u>
Total Sub-award to Sub-recipient	<u>\$33,159.06</u>

SUB-RECIPIENT'S BUDGET NARRATIVE

- A. **PERSONNEL-** Funds will be used to pay overtime for officers to provide covert burglary and follow-up investigations. A median rate for officers/sergeants has been used to compute the cost with a flat rate of \$59.
- B. **FRINGE BENEFITS-** N/A
- C. **TRAVEL-** N/A
- D. **EQUIPMENT-** The city will purchase Rapid ID system which is a portable biometric device carried by officers in the field enabling scanning of fingerprints of persons suspected or concealing their true identities. The device is certified by FDLE and is an efficient way of scanning in a matter of minutes to establish one's identity. A ReadyOp will also be purchased to enhance communications between mobile and/or fixed personnel across multiple responder agencies.
- E. **SUPPLIES-** N/A
- F. **CONSTRUCTION-** NOT AUTHORIZED
- G. **OTHER-** N/A
- H. **CONSULTANTS/CONTRACTS-** N/A
- I. **INDIRECT COST-** N/A

SUBGRANT AWARD CERTIFICATE

Sub-recipient's Name: CITY of LAUDERHILL

DUNS No. 072238108

Federal Award Date: 06/26/2018

Project Title: 2017 Byrne JAG Grant

Sub-award Period of Performance Start Date: 12/1/2018

End Date: 09/30/2020

Grant Number: 2017-DJ-BX-0823

Federal Award Identification No.: 2017-DJ-BX-0823

Federal Funds: \$11,637.71

Federal award project period: 10/01/2016 to
9/30/2020

Federal award project description:

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

Name of the Federal Awarding Agency: Department of Justice

Pass-through entity: Broward County, Florida and the Broward Sheriff's Office

Contact information for the awarding official:

Norma McGraw

Broward Sheriff's Office

2601 West Broward Blvd.

Fort Lauderdale, Florida 33312

[Norma McGraw@sheriff.org](mailto:Norma_McGraw@sheriff.org)

Is the Award for Research and Development (R&D)? No

Indirect cost rate for the Federal award: N/A

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a sub-grant 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 sub-grantee 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 Sub-grant Award is returned to the BSO.

By:  Chief

Constance Stanley, Chief of Police
Lauderhill Police Department

24th day of January, 2019

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The Sub-recipient through its authorized representative, acknowledges receipt and acceptance of sub-grant award number **2017-DJ-BX-0823-01**, in the amount of **\$33,159.06** for the description of the project submitted by Sub-recipient in this grant application, for the period of **12/1/2018** through **09/30/2020**, to be implemented in accordance with the approved sub-grant application, and subject to the BSO & County's Standard Conditions and any special conditions governing this sub-grant.

This sub-award requires that the Sub-recipient adhere to the following:

No recipient or Sub-recipient, 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 Sub-grantee certifies that it neither requires nor has required employees or contractors to sign such internal confidentiality agreements or statements.

The Sub-recipient undertakes a review to validate its compliance with 8 U.S.C. § 1373. If determined to be in compliance at the time of review, the Sub-recipient 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 Sub-recipient determines it is not in compliance at the time of review, sufficient and effective steps must be taken to bring itself into compliance. They will thereafter submit documentation that details the steps taken, which will contain a validation that it has come into compliance and includes an official legal opinion from counsel (including related legal analysis).

By:



Constance Stanley, Chief of Police
Lauderhill Police Department

24th day of January, 2019

This form is required to be completed by the authorized official, or authorized official designee, of all Sub-grantee units of government receiving Edward Byrne Memorial Justice Assistance Grant (JAG) program federal pass-through funding from Broward County, through BSO. In accepting this award, the sub-grantee certifies that it will comply with the requirements set forth below and/or any other requirements of the sub-award. 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 Sub-grantee, 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 Sub-grantee 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 sub-grantee, through its authorized representative, certifies that 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 BSO, 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: CITY of LAUDERHILL

By: Constance Stanley, Chief

Constance Stanley, Chief of Police
Lauderhill Police Department

24th day of January, 2019

Grant Award and Special Conditions