

MEMORANDUM OF UNDERSTANDING

SHERIFF RIC L. BRADSHAW

AND

CITY OF LAKE WORTH BEACH

This Memorandum of Understanding (hereinafter referred to as the "MOU") is entered into this ____ day of _____, 2021, and has been jointly prepared by and between RIC L. BRADSHAW, in his official capacity as Sheriff of Palm Beach County (hereinafter the "**SHERIFF**") and City of Lake Worth Beach (hereinafter "**CITY**"), and sets forth the parties' understanding of the respective duties and obligations concerning the implementation of the City of Lake Worth Beach Community Based Crime Reduction (CBCR) Grant Funded by the United States Department of Justice (DOJ).

WHEREAS, the **SHERIFF** is a constitutional officer of the State of Florida, whose offices are at 3228 Gun Club Road, West Palm Beach, Palm Beach County, Florida, and desires to enter into this Agreement with **CITY**; and

WHEREAS, the **SHERIFF** is the recipient of a grant award from the Department of Justice (DOJ), contract number 2018-BJ-BX-0004, in the amount of One Million Dollars (\$1,000,000.00) for the period of October 1, 2018, through September 30, 2022; and

WHEREAS, **CITY** will partner with the **SHERIFF** to implement the City of Lake Worth South End Community-Based Crime Reduction Strategy.

WHEREAS, **CITY** will receive funds not to exceed Fifteen Thousand Dollars (\$15,000.00) to provide community outreach and youth engagement associated with the City of Lake Worth South End Community-Based Crime Reduction Strategy.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the **SHERIFF** and **CITY**, as follows:

SECTION 1: NATURE OF SERVICES:

1. **CITY** shall provide such services as set forth in Attachment A & B, incorporated herein by reference.

SECTION 2: MANNER OF PERFORMANCE OF DUTIES:

1. **CITY** agrees to perform its duties and obligations in accordance with any and all applicable federal and state laws and regulations, including standards of professional ethics, during the term of this Agreement.
2. **CITY** agrees to comply with all applicable special conditions set forth in Attachment C, including compliance with desktop monitoring reviews and/or on-site monitoring visits
3. If, in the sole discretion of the **SHERIFF**, if **CITY** fails to diligently, faithfully or in the highest professional, ethical manner provide the requested services, the **SHERIFF** may communicate the

problem to **CITY** orally or in writing. If, following said notice, **CITY** fails to remedy the problem to the **SHERIFF's** satisfaction, the **SHERIFF** may immediately terminate this Agreement without further notice and without penalty.

SECTION 3: INDEPENDENT CONTRACTOR:

1. **CITY**, in performing services under this Agreement by and through its employees, agents, officers, representatives, or any individuals utilized to fulfill the terms and conditions of this Agreement, agrees that it will perform as an independent contractor. As such, **CITY** agrees to be responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the **SHERIFF**. **CITY** further understands that its employees, agents, officers, representatives, or any individuals utilized by **CITY** to fulfill the terms and conditions of this Agreement, are not eligible to receive any pension, insurance, medical or other benefits from the **SHERIFF** during this contractual relationship.
2. The **SHERIFF** shall not be liable for compensation, contribution, or indemnity to **CITY**, for any injury or illness, of any kind whatsoever to its employees, agents, officers, representatives or any individuals utilized by **CITY**, arising out of the performance of the services contracted for herein to the extent such injury or illness is covered by the workers' compensation insurance maintained by **CITY**.

SECTION 4: INSURANCE:

1. **CITY** agrees to provide a Certificate of Coverage for: Comprehensive General Liability Insurance in an amount of One Million Dollars (\$1,000,000), and Worker's Compensation Insurance with the statutory limit of not less than \$500,000 for each occurrence, naming the **SHERIFF** as an additional insured. Confirmation of this shall appear on all Certificates of Insurance and on any and all applicable policies. Said Certificates of Insurance are fully incorporated herein by reference and shall be provided to the **SHERIFF** upon execution of this Agreement.

In the event that any coverage is terminated, canceled, or modified for any reason, the **SHERIFF** shall be given immediate written and verbal notice. Cancellation of any of the above referenced insurance coverages shall be grounds for immediate termination of this Agreement by the **SHERIFF**.

SECTION 5: COMPENSATION:

1. **CITY** agrees to provide any and all services as herein described in Section 1 of the Agreement.
2. **CITY** shall submit a billing invoice upon completion of each deliverable provided as defined in Attachment A, and the **SHERIFF** shall pay said invoices within twenty-one (21) days of receipt, provided all supporting documentation is accurate and accounted for. The final invoice must be submitted by September 15th, 2022 or payment may be forfeited.

SECTION 6: TERM:

1. The term of this Agreement shall commence upon execution by **CITY** and the **SHERIFF** and terminate on August 31, 2022, unless otherwise extended upon written agreement of each party.
2. This Agreement may be terminated by either party, without cause, upon thirty (30) days prior written notice.

SECTION 7: RECORDS AND CONFIDENTIALITY:

1. **CITY** agrees to hold all information inspected, reviewed, examined, or received from the Palm Beach County Sheriff's Office during the performance of services in trust or confidence and agrees that it shall be used only in accordance with this Agreement and not for any other purpose. This section does not apply to information that became known to CITY from a source other than the SHERIFF, to information that is publicly available, or where disclosure of such information is required by law. It is expressly understood and agreed the obligations set forth in this section shall survive termination of this Agreement.
2. **CITY** will maintain a record of all services provided and work performed under this Agreement for a period of five (5) fiscal years after completion of all work performed. CITY understands that such records may be a public record, and may include information subject to an exemption under Chapter 119, Florida Statutes. As such, CITY will notify the Sheriff in the event that a request for these records is received and/or assist the SHERIFF in responding to any relative public records requests.

SECTION 8: INDEMNIFICATION:

1. **CITY** shall indemnify and hold harmless the **SHERIFF**, its employees, agents and servants, from any liability arising from any and all claims or causes of actions, including without limitation, all damages, judgments, costs and attorney's fees related to such claims, against the **SHERIFF**, its employees, agents and servants, as a result of the acts, omissions or negligence of **CITY**, or as a result of any injury to its employees, agents, officers, representatives or any individuals utilized by **CITY where such injury is covered by the workers' compensation insurance maintained by CITY**, in performing the services as provided in this Agreement.

SECTION 9: LAW AND VENUE:

1. This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Florida. Any legal action arising from any breach of this Agreement shall be brought in the State of Florida, with venue in Palm Beach County, the Fifteenth Judicial Circuit.
2. If either party initiates legal action as a result of a breach of this Agreement, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs.

SECTION 10: SEVERABILITY:

1. If any term or provision of this Agreement shall be found to be illegal or unenforceable, such terms shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

SECTION 11: SUBCONTRACTING OR ASSIGNMENT:

1. **CITY** shall not subcontract, assign, or delegate any portions of the work, obligations, or duties under this Agreement without the prior written approval of the **SHERIFF**.

SECTION 12: ENTIRE AGREEMENT:

1. This Agreement states the entire Agreement between the parties hereto with respect to the work to be performed hereunder. No amendment or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.

SECTION 13: NOTICES:

1. Any written notice given pursuant to the terms of this Agreement shall be sent by Certified Mail, Return Receipt Requested, as set forth below:

As to the **SHERIFF**:

RIC L. Bradshaw, SHERIFF
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, Florida 33406

- and -

Department of Legal Affairs
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, Florida 33406

As to **CITY**:

Betty Resch
Mayor
7 N Dixie Hwy
Lake Worth Beach, FL 33460

IN WITNESS THEREOF, the parties have caused this Agreement to be executed on the day and year in which all signatures are affixed.

RIC L. BRADHSAW, in his
Official Capacity as Sheriff of

Palm Beach County, Florida

By: _____
RIC L. BRADSHAW, SHERIFF or
his designee
DUNS#18-280-9921

Date: _____

CITY

By: _____
Betty Resch
Mayor

Date: _____

DUNS #: _____

ATTACHMENT A

Attachment A

CITY OF LAKE WORTH BEACH

SCOPE OF SERVICE

I. Project Background and Description:

The Palm Beach County Sheriff's Office (PBSO) was awarded funding through the Department of Justice (DOJ), Office of Justice Programs (OJP), FY2018 Innovations in Community-Based Crime Reduction Program (CBCR). The CBCR focusses on high crime communities with concentrated distress and hot spots of crime. The goals of the CBCR are to reduce crime, increase mutual trust, and improve community safety as part of a comprehensive strategy to rebuild neighborhoods and spur revitalization; CBCR Programs employ data driven, cross sector strategies to accomplish these goal. The Palm Beach County Sheriff's Office has identified the City of Lake Worth's South End Area as a high crime community with concentrated distress and hot spots of crime wherein this project will be implemented through a collaborative, multi-pronged, comprehensive strategy (Strategy).

Specifically, our Strategy includes: development of a multi-disciplinary South End Leadership Council (Council); implementation of a data collection and evaluation plan which will inform Strategy decision making; engagement of community members and community education; implementation of a comprehensive, evidence based law enforcement strategy; and provision of an array of services to meet the critical needs of persons living within the South End Community.

To accomplish our strategic plan, the PBSO desires to enter into an agreement with the CITY OF LAKE WORTH BEACH (CITY) to provide monthly events, programs and activities geared towards strengthening the neighborhood community foundation by facilitating more opportunities to provide inclusive recreation events, programs, and activities with the goal of improving the quality of life for residents. Programs may include, but are not limited to Youth Field Day, Splash Day, Movie in the Park, Club Crea8, Let's Move, Archery Tag and Family Game night.

II. Scope of Services:

This Scope of Services describes how the City of Lake Worth Beach will partner with the Palm Beach County Sheriff's Office (PBSO) to execute the City of Lake Worth-South End Community-Based Crime Reduction Strategy and likewise participate in meeting the grants' goals and objectives.

CITY shall:

1. Provide monthly events, programs, and activities geared towards strengthening the neighborhood community foundation for local residents living in the City of Lake Worth-South End Community-Based Crime Reduction project area;
2. Communicate with Project Director, Project Coordinator and/or Designee regarding project activities and any related challenges or barriers to implementation;
3. Incorporate evaluation plan to include meeting with Barry University project evaluator to establish an evaluation framework, collecting data outlined in evaluation plan, submitting monthly reports and a final project report based on evaluation plan and data collection tool.
 - Monthly reports due 10th day of following month;
 - Final report due September 20th, 2022

Attachment A
CITY OF LAKE WORTH BEACH
SCOPE OF SERVICE

III. Reimbursement/Invoicing:

The CITY will invoice PBSO on a monthly basis with supporting documentation (e.g. invoices, cancelled checks, etc.).
Reimbursable grant expenses include:

- 1.Event, program, activity related supplies & materials
- 2.Entertainment costs
3. Promotional expenses
- 4.Prizes/Awards for events
- 5.Items/Services as detailed in grant application

*Food & Beverage purchases are not reimbursable

Total Cost=\$15,000

ATTACHMENT B

FUSION PROJECT Mini-Project Application

The FUSION Project (Project) was created through funding provided by the Department of Justice, Grant Award# 2018-BX-BJ-0004, to address crime and quality of life determinants in the City of Lake Worth Beach. As part of the overall project plan, funds have been allocated to support community projects created and implemented by members of the FUSION Project-Leadership Council.

Funding will specifically support projects in the following categories:

Youth Prevention & Intervention

- Projects that invest in youth
- Resources for youth
- Increasing sports and recreational resources & opportunities
- Supporting youth education, staying in school, increasing graduation rates
- Supporting behavioral health

Community Assistance & Outreach

- Projects that invest in the community and community members
- Resources for community members
- Increasing access/supporting services which support quality of life (e.g. education, employment, behavioral health, etc.)

Maximum funding Amount: **\$15,000**

Project Period: **November 1, 2021-June 30, 2022**

Eligibility:

- Member of Leadership Council
- Non-Profit Organization
- Project must be located in the City of LW Beach, Designated Grant Area
- Services must benefit community members of Designated Grant Area

Application Process:

1. Complete Application
2. Attach the following documents:
 - Sunbiz Certificate of Status
 - IRS Form 501(C)(3)
 - IRS Form W-9
3. Submit entire Application & Documents to Esther Mendoza at mendozae@pbsso.org
- 4. Application DEADLINE is Thursday, September 30th, at 5PM**

Project Selection Process

1. Applications will be reviewed by Selection Committee
2. Selection will be made based on contents of Application/Project Plan.
3. Notification of potential award will be provided in mid-October.
 - a. Once notified, agencies will be required to complete additional paperwork for the Palm Beach County Sheriff's Office to become an approved vendor.

Project Implementation & Reporting

- PBSO will enter into Memorandum of Understanding(MOU) with selected agencies
- Projects will commence as early as November 1st -following completed vendor application/approval & full execution of MOU

Financial Reimbursement

- Funding is provided on a reimbursement basis
- Invoices for items included in Project budget and request for reimbursement form must be submitted to Esther Mendoza at mendozae@pbsso.org
- Following review of invoice and approval, payment will be issued by the Palm Beach County Sheriff's Office

Project Reporting

- Progress reports will be provided on a quarterly basis and at the conclusion of the Project
- Progress reports will provide an update regarding activities completed during project period and planned activities for next project period (if applicable)
- Progress reports will also include (if applicable) any performance measures included in Application

FUNDING CATEGORY (Place an "X" to the left of one program area for which you intend to Apply):

<input checked="" type="checkbox"/>	1. Youth Prevention & Intervention
<input type="checkbox"/>	2. Community Assistance & Outreach

Applicant Agency Information

Applicant Agency Legal Name (as listed in Sunbiz): City of Lake Worth Beach	
Program Title:	South End Recreation Programs and Outreach
Main Administrative Address: 7 North Dixie Highway	
City & State, Zip Code: Lake Worth Beach, FL 33460	
Telephone Number: 561.586.1600	
Website: www.lakeworthbeachfl.gov	
CEO/Executive Director: Betty Resch, Mayor	
Office Phone Number: 561.586.1730	E-mail Address: bresch@lakeworthbeachfl.gov
Name/ Title of Program Contact:	Lauren Bennett, Leisure Services Department Director
Cell Phone: 561.628.9312	Email: lbennett@lakeworthbeachfl.gov
Primary Program Activity Location:	Howard Park, Osborne Community Center and Norman Wimbley Gymnasium
City, State, Zip Code:	Lake Worth Beach, FL
Program Performance Period:	(Date) November 1, 2021 To June 30, 2022

Organization’s Background: Provide a concise description of the Applicant Agency.

The City of Lake Worth Beach is a Municipality duly organized and existing by virtue of the laws of the State of Florida. Its Leisure Services Department includes the Recreation Division that provides general management, oversight and coordination of the various recreational programs and activities that the City conducts at its parks and public facilities.

PROGRAM INFORMATION

1. Program Summary (6-10 sentences): Provide an overview of proposed Project include who, what, where, why, and when. Include the number of clients to be served, services provided, etc.

<p>South End Recreation Outreach</p> <p>Who: The goal of the City’s recreation outreach program is geared primarily towards youth and families that reside In the South End community of the City of Lake Worth Beach. The residents of this community are comprised largely of African American, Hispanic and Haitian heritage.</p> <p>Why: This community consists primarily of low-income families and is situated in the City’s CDBG Target Area which has a low/mod population of approximately 78.9%. Many residents in the past have not been able to participate in such events, programs or activities due to various circumstances, including the inability to pay, lack of funds, transportation challenged, etc.</p> <p>Where: These programs and activities are offered for residents of the target community that live near or within walking distance of our South End public facilities, which include Howard Park Osborne Community Center and Norman Wimbley Gymnasium. These facilities are all located on Wingfield Street.</p> <p>What: There will be monthly events, programs and activities geared towards strengthening the neighborhood community foundation by facilitating more opportunities to provide inclusive recreation events, programs, activities with the goal of improving the quality of life for residents. Programs will include, ,but not be limited to Youth Field Day, Splash Day, Movie in the Park, Club Crea8, Let’s Move, Archery Tag and Family Game night.</p>

PROJECT BUDGET Project budget should ONLY include costs related to your funding request.
Maximum Available Funding \$15,000

Project Line Item Budget	Calculation	Total Amount
Project Expenses		
Personnel Costs/Salaries	\$	
Fringe Benefits	\$	
Travel	\$	
Equipment	\$	
Supplies	\$ 500 (10 events)	\$ 5,000.00
Printing and Copying	\$	
Other (specify)Promotion	\$ 300 (10 events)	\$ 3,000.00
Other: Prizes/Awards	\$ 150 (10 events)	\$ 1,500.00
Other: Entertainment	\$ 550 (10 events) – e.g. DJ, bounce house, etc	\$ 5,500.00
Total REQUEST:		\$15,000.00

BUDGET NARRATIVE Provide a detailed narrative explanation of what the budget will include and its relevance to the project

The budget will be utilized on promotional efforts (banners, flyers), event and program supplies, prizes and entertainment. Normally the City would have to incur these expenses and would therefore have to charge for the event so as to remain fiscally responsible and not operate all these programs, events and activities at a loss. If funded this would allow us to offer many of these programs to the public for free, which in turn would attract more participants.

EVALUATION Describe how you will track & measure success

We will utilize attendance as our primary means of tracking and measuring the success of these events.

SIGNATURE/CERTIFICATION

CERTIFICATION AND ASSURANCES (Please initial next to each in blue ink. By initialing and signing this application for funding the applicant agrees to comply with the following terms and conditions if awarded Funding.

PERIOD OF PERFORMANCE

Initial BVR APPLICANT shall commence services as soon as practical and reasonable under the circumstances on or after November 1, 2021. All program activities must be completed by June 30, 2022.

REPORTS AND DELIVERABLES

Initial BCK APPLICANT will keep clear and accurate records throughout the Project period so that the progress of the services rendered may be readily evaluated by PBSO at mutually agreed upon times.

Initial BCK APPLICANT will provide PBSO with a quarterly project report which shall include the current Project status by APPLICANT in completing/servicing the Project, expenditure of funds, in addition to such other pertinent information as requested by PBSO on the report form provided by PBSO no later than fifteen (15) days of the end of each quarter. (Nov-Dec period; reported by Jan 15; Jan-Mar period; reported by Apr 15; Apr-Jun period; reported by Jul 15)

Initial BCK A final report of activities and expenditures documented by receipts or other financial proof of expenditure of the Project shall be submitted by APPLICANT on the report form to PBSO no later than thirty (30) days of the end of the Project period.

SPECIAL PROVISIONS

All services should be provided exclusively for the City of Lake Worth Beach, Grant Funded Area community.

Initial BCK Failure to spend grant funds in accordance with the approved project budget will result in return of funds to PBSO.

Initial BCK Failure of the APPLICANT to comply with sub-recipient monitoring will result in immediate return of funds.

OFFICIAL AUTHORIZED TO SIGN AND BIND APPLICANT AGENCY TO APPLICATION:

Name/Position: BETTY RESCH / MAYOR
Signature: [Signature] Date: 9/29/21

Attachments

Attachment A -- Sunbiz Certificate of Status

Attachment B -- IRS Form 501(C)(3)

Attachment C -- IRS Form W-9

Attachment D -- Program Location Letter

ATTACHMENT A

SUNBIZ CERTIFICATE OF STATUS

Not Applicable

ATTACHMENT B

IRS FORM 501(C)(3)

Not Applicable

ATTACHMENT C

IRS FORM W-9

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CITY OF LAKE WORTH BEACH	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see Instructions) ► MUNICIPAL GOVERNMENT		
	5 Address (number, street, and apt. or suite no.; see Instructions). 7 N DIXIE HIGHWAY		Requester's name and address (optional) _____
	6 City, state, and ZIP code LAKE WORTH BEACH, FL 33460		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

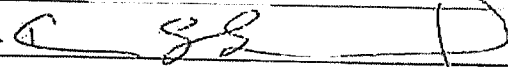
Social security number								
			-				-	
OR								
Employer identification number								
5	9	-	6	0	0	0	3	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 03/04/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

ATTACHMENT D

PROGRAM LOCATION LETTER



OFFICE OF THE CITY MANAGER
7 NORTH DIXIE HIGHWAY
LAKE WORTH BEACH, FL 33460

September 29, 2021

Palm Beach Sheriff's Office
District 14
FUSION Project
120 North G Street
Lake Worth Beach, FL 33460

RE: Program Location

Dear Sir/Madam:

Please be advised that the City of Lake Worth Beach will be responsible for general oversight, management and coordination of the proposed FUSION Mini-Recreation Programs for the City's south end neighborhoods. These proposed programs, events and activities will be conducted at the Osborne Community Center, Howard Park and the Norman Wimbley Gymnasium located in the southern end of the City on Wingfield Street. The City's Leisure Services Department will be responsible for conducting these programs.

Should you have any questions or require additional information, please do not hesitate to contact Jerry Kelly, Grants Analyst, at 561.586.1689. The City will respond to such requests in a timely manner. Thank you for your assistance and cooperation.

Sincerely,

A handwritten signature in blue ink that reads "Jerry Kelly".

Jerry Kelly
Grants Analyst

ATTACHMENT C

ATTACHMENT C-DOJ GRANT AWARD DOCUMENT



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

October 1, 2018

Sheriff Ric L. Bradshaw
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406-3001

Dear Sheriff Bradshaw:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Innovations in Community-Based Crime Reduction Program in the amount of \$1,000,000 for Palm Beach County Sheriff's Office.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Linda Hill-Franklin, Program Manager at (202) 514-0712; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, reading "Matt Dummermuth", is positioned above the typed name.

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

OCR Letter to All Recipients

October 1, 2018

Sheriff Ric L. Bradshaw
Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406-3001

Dear Sheriff Bradshaw:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

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 limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

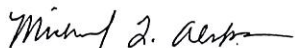
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Palm Beach County Sheriff's Office 3228 Gun Club Road West Palm Beach, FL 33406-3001		4. AWARD NUMBER: 2018-BJ-BX-0004	
		5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2021	
		6. AWARD DATE 10/01/2018	7. ACTION Initial
2a. GRANTEE IRS/VENDOR NO. 596000786	8. SUPPLEMENT NUMBER 00		
2b. GRANTEE DUNS NO. 182809921	9. PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE FY 18 CBCR Project		10. AMOUNT OF THIS AWARD \$ 1,000,000	
		11. TOTAL AWARD \$ 1,000,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY18(BJA - Community-Based Crime Reduction Award) Public Law 115-141, 132 Stat. 348, 422; title I of Public Law 90-351 (generally codified at 34 USC ch. 101); 28 USC 530C(a)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.817 - Byrne Criminal Justice Innovation Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummermuth Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Ric L. Bradshaw Sheriff	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 11/7/18
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B BJ 80 00 00 1000000		21. TBJGT1557	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



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SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

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SPECIAL CONDITIONS

21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

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SPECIAL CONDITIONS

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement 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 prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2018-BJ-BX-0004 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

29. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

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30. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

31. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

32. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

33. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

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34. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

36. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

37. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

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38. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

39. The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed \$20,000 for the sole purpose of submitting additional information to BJA to obtain budget approval; working with the BJA TTA provider to conduct a needs assessment; securing a project coordinator; participating in BJA and TTA provider orientation and training webinars; formalizing and meeting with cross-sector management teams; developing or revising MOUs and MOAs; negotiating contract/scope of work with research partner and other subcontractors; identifying primary data sources and beginning data exchanges; and, developing "early action" projects. The grantee is not authorized to incur any additional obligations, or expenditures or drawdowns until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

40. Recipient understands and agrees to report on the use and status of real property acquired, constructed, or improved under this award, throughout the useful life of the property or until the federal interest in the property ceases, whichever is shorter. Recipient further agrees to provide the required use and status reports on federal Standard Form 429, or by other reasonable method as directed by OJP, in conformance with 2 C.F.R. 200.329.

41. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

42. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

43. The recipient may not obligate, expend, or draw down more than \$150,000 under this award until: (1) the recipient submits a comprehensive implementation plan; (2) BJA approves the implementation plan and determines that the recipient has satisfactorily completed the Planning Phase; and (3) a Grant Adjustment Notice (GAN) has been issued to remove this condition.



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44. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before



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award acceptance.

45. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.

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46. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

RCA



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Categorical Exclusion for Palm Beach County Sheriff's Office

The Innovations in Community-Based Crime Reduction Program (CBCR) will target hot spots of crime where a significant proportion of crime occurs as compared to the overall jurisdiction. CBCR furthers the Department's mission by leading efforts to enhance the capacity of local and tribal communities to effectively target and address significant crime issues through collaborative cross-sector approaches that help advance broader neighborhood development goals. Awards under this program will focus on funding Planning and Implementation efforts.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation that will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.



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GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

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This project is supported under FY18(BJA - Community-Based Crime Reduction Award) Public Law 115-141, 132 Stat. 348, 422; title I of Public Law 90-351 (generally codified at 34 USC ch. 101); 28 USC 530C(a)

1. STAFF CONTACT (Name & telephone number)

Linda Hill-Franklin
(202) 514-0712

2. PROJECT DIRECTOR (Name, address & telephone number)

Gena Rowlands
Planner
3228 Gun Club Road
West Palm Beach, FL 33406
(561) 523-0484

3a. TITLE OF THE PROGRAM

BJA FY 18 Innovations in Community-Based Crime Reduction Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

FY 18 CBCR Project

5. NAME & ADDRESS OF GRANTEE

Palm Beach County Sheriff's Office
3228 Gun Club Road
West Palm Beach, FL 33406-3001

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2018 TO: 09/30/2021

8. BUDGET PERIOD

FROM: 10/01/2018 TO: 09/30/2021

9. AMOUNT OF AWARD

\$ 1,000,000

10. DATE OF AWARD

10/01/2018

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Innovations in Community-Based Crime Reduction Program (CBCR) is part of the Project Safe Neighborhoods suite of programs, which is focused on reducing violent crime. This program supports local and tribal communities to effectively target and address violent crime issues in distressed, high-crime neighborhoods through coordinated cross-sector approaches that are linked with broader neighborhood revitalization efforts.

The goal of CBCR is to reduce crime, increase trust, and improve community safety as part of a comprehensive strategy to rebuild and revitalize neighborhoods. Through a broad cross-sector partnership team, including neighborhood residents, CBCR grantees target neighborhoods with hot spots of violent and serious crime and employ data-driven, cross-sector strategies to accomplish this goal.

The grant recipient will use the Planning and Implementation funds to: develop and complete a strategic, collaborative, and community-oriented plan to reduce

crime in a target neighborhood and then begin implementation of the plan during the project period. Applicants will use Planning and Implementation funds to engage in a planning phase that must last a minimum of 9 to 12 months to: identify, verify, and prioritize crime hot spots within the identified neighborhood; work with cross-sector team and law enforcement partners to develop a multi-faceted strategy, drawing on a continuum of approaches to address crime drivers; complete an early action project; pursue community partnerships and leadership that ensures the community is active in the process; build strong community engagement strategies and innovative approaches to collecting resident input and context during the planning phase; collaborate regularly with local law enforcement, a research partner/team, and the community to conduct analysis of crime drivers and an assessment of needs and available resources; and develop a comprehensive implementation plan to reduce crime that includes the analysis, methodology findings, and a plan that articulates the range of strategies that the CBCR cross sector partners plan to pursue.

Upon completion of the planning phase, applicants will engage in an implementation phase to: convene regular, ongoing meetings with cross-sector partners and the management team; share regular input/discussions with the research partner and assess program implementation; build the capacity of residents and the cross-sector management team to continue to coordinate research and maintain program assessment; implement, modify, and evaluate strategies, as appropriate; redirect program activities when ongoing analysis indicates program goals are not being met; and identify and develop a sustainability strategy for longer-term implementation of CBCR Program core principles, including the active role of neighborhood residents.

CA/NCF