



Interoffice Memorandum

AGENDA ITEM

April 5, 2021

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

THRU: Yolanda G. Martinez, EdPh.D., PhD., Director *YGM*
Health Services Department

FROM: Thomas Hall, Ph.D., Director
Drug Free Office

SUBJECT: FY20 Subrecipient Agreement between Orange County Government and
the Orange County Sheriff's Office
Consent Agenda – April 27, 2021

The U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance has awarded Orange County, as governing body, the FY20 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, award number 2020-DJ-BX-0529. The Orange County Sheriff's Office is a sub-recipient of the FY20 Edward Byrne Memorial grant in the amount of \$138,320. The JAG Program provides funding to support law enforcement equipment purchases and initiatives that are essential to public safety.

ACTION REQUESTED: Approval and execution of Federal Subrecipient Agreement between Orange County, Florida and Orange County Sheriff's Office for a federal subaward of an amount not to exceed \$138,320 from a federal award issued by U.S. Department of Justice for the specific purpose of Enhancement of the OCSO's Forensics, SWAT, and Communications Capabilities and authorization for the Mayor or designee to sign any future amendments to this agreement-related to the U.S. Department of Justice, Office of the Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Grant Program. All Districts (**Drug Free Community Office**).

Attachments

BCC Mtg. Date: April 27, 2021

FEDERAL SUBRECIPIENT AGREEMENT

between

Orange County, Florida and Orange County Sheriff's Office

for a federal subaward of an amount not to exceed \$138,320

from a federal award issued by U.S. Department of Justice

for the specific purpose of

Enhancement of OCSO's Forensics, SWAT, and Communications Capabilities.

SUBAWARD COVERSHEET

THIS TABLE IS FOR COUNTY INTERNAL USE ONLY AND SHALL NOT BE CONSIDERED PART OF THE AGREEMENT BETWEEN THE PARTIES	
County Contract No.:	Y21-215
County Department/Division:	Office for a Drug Free Community
Subaward Budget Line:	7309-006-7077-3185

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Article 1: Notice of Federal Subaward

- A. **This is a Federal Subrecipient Agreement for a Federal Subaward.** Documentation of the County's Receipt of the Federal Award is attached as **"Attachment 1."** The amount of the Federal Award Received by the County is: \$325,401.
- B. All references to the Code of Federal Regulations ("CFR") are either to 2 CFR Part 200 or, when the United States Department of Health and Human Services ("HHS") is the Federal Awarding Agency (as later defined), 45 CFR Part 75.
- C. This Subrecipient Agreement is a **"Standard Form Agreement."** Any changes to this standard form shall be noted separately using the *Standard Form Amendments* form attached as **"Form 1,"** which must be separately executed by the parties to this Agreement in order to be binding upon the parties. **This is the 03/19/2021 version of the Standard Form Agreement.**

Article 2: The Parties

- A. The tables in **Article 2, Paragraph B**, below detail the information for the parties to this Subrecipient Agreement ("**Agreement**"), the CFR references are as required by 2 CFR § 200.332(a)(1) (or, for HHS awards: 45 CFR § 75.352(a)(1)).
- B. This Agreement is entered into by and between the following parties:

		CFR
Pass-Through Name:	Orange County, Florida (the " County ")	(x)
Entity Type:	Political Subdivision of the State of Florida	N/A
Principal Address:	201 South Rosalind Avenue Orlando, Florida 32801	N/A
Awarding Official Contact:	Name: Thomas Hall, Ph., D. Email Address: thomas.hall2@ocfl.net	(x)

AND

		CFR
Subrecipient Name:	Orange County Sheriff's Office (the " Subrecipient "), registered in SAM as: "Orange, County of dba Sheriff's Office."	(i)
Entity Type:	Florida Constitutional Officer	N/A
Principal Address:	2500 W. Colonial Drive Orlando, FL, 32804	N/A
D-U-N-S® No.:	799554519	(ii)
Subrecipient Contact Person:	Name: Tammy Miller Email Address: tammy.miller2@ocfl.net	N/A

- C. The County and the Subrecipient may unilaterally re-designate their respective points of contact by providing written notice of such change to the other party pursuant to **Article 5 ("Notice")** below.

- D. Both the County and the Subrecipient may be individually referred to as “party” or collectively referred to as “parties” in this Agreement.

Article 3: Federal Award Information

- A. The following table details the general Federal Award information, as required per 2 CFR § 200.332(a)(1) (or, for HHS awards: 45 CFR § 75.352(a)(1)):

		CFR
Fed Award Project Description:	JAG Program allows state and local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions.	(ix)
Fed Awarding Agency:	U.S. Department of Justice (the “Federal Awarding Agency”)	(x)
Fed Award ID No.:	2020-DJ-BX-0529 (the “Federal Award”)	(iii)
Fed Award Date:	09/18/2020	(iv)
CFDA No.:	16.738	(xi)
CFDA Name:	Edward Byrne Memorial Justice Assistance Grant Program	(xi)

- B. Pursuant to 2 CFR § 200.332(a)(1)(xii) (or, for HHS awards: 45 CFR § 75.352(a)(1)(xii)), this Subrecipient Agreement must state whether the Subaward (as later defined) is for Research and Development. **Is this Subaward related to Research and Development as defined in 2 CFR § 200.87 (or, for HHS awards: 45 CFR § 75.2)? “Yes” or “No”:** No

Article 4: Federal Subaward Information

- A. The following table details the funding-related Federal Subaward information, as required per 2 CFR § 200.332(a)(1), or 45 CFR § 75.352(a)(1) when HHS is the Federal Awarding Agency:

		CFR
Subaward Amount:	An amount not to exceed: \$138,320	(vi)
Total Amount of Fed Award Provided to Subrecipient by Pass-Through:	Unknown	(vii)
Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through	Unknown	(viii)

- B. Pursuant to 2 CFR § 200.332(a)(1)(xiii) (or, for HHS awards: 45 CFR § 75.352(a)(1)(xiii)), this Agreement must state whether there is an indirect cost rate for the Federal Award. **Is there an Indirect Cost Rate included in the Federal Award? “Yes” or “No”:** No
- C. The Subrecipient understands and agrees that the Subaward amount referred to in this Agreement is “an amount not to exceed” and does not in any way constitute a guarantee payment of the total

maximum amount payable. Any funds not expended by the Subrecipient shall be retained by the County for alternative use or return to the Federal Awarding Agency.

Article 5: Notice

Service of all notices under this Agreement shall be in writing and sent by certified or registered mail or courier service, postage prepaid, and addressed to the addresses set forth below until such addresses are changed by written notice. Notices sent by certified/registered mail or courier with signature receipt requested shall be deemed effective as of date of receipt.

To the County:	<p>Office for a Drug Free Community Attn: Thomas Hall, Ph.D., 109 E. Church Street, Suite 405, Orlando, FL 32804</p> <p>AND</p> <p>Orange County Administration Attn: Danny Banks, Deputy County Administrator Administration Building, 5th Floor 201 S Rosalind Avenue Orlando, Florida 32801</p>
To the Subrecipient:	<p>Orange County Sheriff's Office Attn: Tammy Miller, Grants Manager 2500 W. Colonial Drive, Orlando Orlando, FL 32804</p>

Article 6: Term of Agreement, Subaward Period of Performance, and Extensions

- A. **Term of Agreement.** The term of this Agreement begins on the date that it is fully executed by both parties (the "Effective Date") and shall conclude on: **09/30/2023**.

B. Subaward Period of Performance.

1. The "**Subaward Period of Performance**" is the time during which the Subrecipient may incur obligations to carry out the work or services authorized under this Agreement. The Subrecipient may not invoice for any work completed, or services rendered, outside of the Subaward Period of Performance. This provision is required pursuant to 2 CFR § 200.332(a)(1)(v) (or, for HHS awards: 45 CFR § 75.352(a)(1)(v)).
 2. The Subaward Period of Performance of this Agreement is: **10/01/2019 to 09/30/2023**. If the date range provided in this provision exceeds the Period of Performance provided in the Federal Award, the Federal Award's Period of Performance shall prevail.
- C. Extensions.** Should there be Subaward funds remaining at the conclusion of the Subaward Period of Performance, the Subrecipient and the County may agree to a modification of the Subaward Period of Performance, so long as such modification does not supersede, or conflict in any way with, the Federal Award or the Federal Award's Period of Performance. Such modification must be in writing and signed by authorized representatives of both parties.

Article 7: Subrecipient's Obligations and Responsibilities

- A.** The Subrecipient shall be responsible for meeting the objectives of this Subaward, as detailed in the *Scope of Services* attached to this Agreement as "**Exhibit A**," in a manner that is satisfactory to the County and consistent with the standards set forth in this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.
- B.** The Subrecipient shall ensure that the Subrecipient Contact Person identified in **Article 2, Paragraph B. ("The Parties")** above is available to communicate and meet with the County's staff to review activities on an "as needed" basis or as otherwise reasonably requested by the County.
- C. Authority to Practice.** The Subrecipient hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to meet its obligations under the *Scope of Services*, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County upon request, however, failure by the County to request such proof shall in no manner be construed to alleviate the Subrecipient's obligations pursuant to this paragraph.
- D. Employees of the Subrecipient.**
1. All services or work provided pursuant to this Agreement shall be performed in a professional and skillful manner. The County may require, in writing, that the Subrecipient removes any employee, volunteer, associate, or agent of the Subrecipient that the County deems incompetent, careless, or otherwise objectionable from performing work or services related to this Agreement. The County shall not be responsible for any costs related to such removal.
 2. Only those employees determined eligible to work within the United States shall be employed under this Agreement. The County shall consider the employment by the Subrecipient of unauthorized workers a violation of Section 274A of the Immigration and Naturalization Act. Such violation by the Subrecipient shall be grounds for unilateral termination of this Agreement by the County. Moreover, the Subrecipient shall:

- a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees performing work or services related to this Agreement; and
- b. Include an express requirement in its subcontracts that any subcontractor providing services, or otherwise performing, pursuant to this Agreement shall utilize the E-Verify system to verify the employment eligibility of all employees performing work or services related to this Agreement.

E. Non-Discrimination.

1. The Subrecipient shall, at no time during the provision of services funded through this Agreement, discriminate based on race, color, religion, national origin, sex, or sexual orientation.
2. The Subrecipient shall comply with any and all federal, state, and local anti-discrimination laws, rules, and regulations. For further information about the federal anti-discrimination requirements for this Agreement, see **Article 24, Paragraph D ("Federal Contract Terms")**.

F. Inherently Religious Activities. If the Subrecipient engages in inherently religious activities, such as worship, religious instruction, or proselytization, then as a Subrecipient of public funds, and in connection with the public services to be funded by the Subaward, the Subrecipient must adhere to the following stipulations:

1. The Subrecipient must not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of its provision of the services funded by this Agreement;
2. Such inherently religious activities must be offered separately, in time or location, from the Subaward-funded services; and
3. Participation in such inherently religious activities must be purely voluntary for the beneficiaries of the Subaward-funded services and, therefore, the Subrecipient shall not implicitly or explicitly condition receipt of any Subaward-funded services on participation in any inherently religious activities.

Article 8: Compliance with the Uniform Administrative Requirements

- A. **Compliance with the Federal Uniform Administrative Requirements.** As a subrecipient of the Federal Award, the Subrecipient shall comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* as found in 2 CFR Part 200. If the Federal Awarding Agency is HHS, the Subrecipient shall instead comply with all applicable provisions of the *Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for HHS Awards* as found in 45 CFR Part 75.
- B. The Subrecipient hereby acknowledges and understands that the specific provisions of the Federal Uniform Administrative Requirements referenced in this Agreement are referenced only for emphasis. The exclusion of a specific applicable provision of 2 CFR Part 200 (or, for HHS awards: 45 CFR Part 75) from this Agreement does not alleviate the Subrecipient from its obligation to comply with such applicable provisions.

- C. **By executing this Agreement, the Subrecipient hereby certifies that it has reviewed 2 CFR Part 200 (or, for HHS awards: 45 CFR Part 75), and any relevant Federal Awarding Agency guidance, and that it understands its obligations pursuant to such federal regulations and directives.**

Article 9: Procurement Standards

- A. **Procurement.** The Subrecipient must comply with 2 CFR §§ 200.317-200.326 (or, for HHS awards: 45 CFR §§ 75.327-75.335) ("**Procurement Standards**") and must use such procedures when expending the Subaward. **Does the Subrecipient maintain written purchasing procedures in compliance with the aforementioned federal Procurement Standards? "Yes" or "No":** Yes

If "**Yes**," then: By executing this Agreement, the Subrecipient hereby certifies that it maintains written purchasing procedures in compliance with 2 CFR §§ 200.318-200.327 (or, for HHS awards: 45 CFR §§ 75.327-75.335) ("**Procurement Standards**") and will use such procedures when expending the Subaward.

If "**No**," then: By executing this Agreement, the Subrecipient hereby certifies that it does not maintain written purchasing procedures that are in compliance with 2 CFR §§ 200.318-200.327 (or, for HHS awards: 45 CFR §§ 75.327-75.335) ("**Procurement Standards**"). As such, the Subrecipient hereby agrees to use the County's purchasing procedures when expending the Subaward, which can be found at this link: <http://www.ocfl.net/vendorservices>.

B. **Simplified Acquisition Threshold.**

1. "**Simplified Acquisition Threshold**" means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. For the purposes of this Subaward, the Simplified Acquisition Threshold is: \$150,000.
2. The Simplified Acquisition provided for in this Agreement is the one that the Subrecipient must use when making its expenditures of the Subaward, as it is the County-approved Simplified Acquisition Threshold for this Agreement.

- C. **Required Contract Provisions.** As a subrecipient of the Federal Award, the Subrecipient shall insert the relevant contract provisions found in Appendix II of 2 CFR Part 200 (or, for HHS awards: Appendix II of 45 CFR Part 75) ("**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**") in all contracts into which it enters while expending the Subaward.

D. **Small and Minority Business Enterprises ("MBE"), Women Business Enterprises ("WBE"), and Labor Surplus Area Firms.**

1. If the Subrecipient wishes to engage in sub-contracting or make any procurements pursuant to this Agreement, the Subrecipient understands that it must first:
 - a. Get written permission from the County's Awarding Official Contact to enter into such a subcontract or make such procurement; and
 - b. Execute the *Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Affidavit* attached as "**Form 2**" stating that the Subrecipient shall take the "Five Affirmative Steps" regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus

Area Firms as required by the Federal Government in 2 CFR § 200.321 (or, for HHS awards: 45 CFR § 75.330) in the solicitation and selection of such subcontractor(s) or procurements.

2. Engaging in sub-contracting, pursuant to this Agreement without complying with both of these requirements is strictly prohibited.
3. Procurements specifically accounted for by line item in the *Budget* attached as "**Exhibit B**" are considered "approved in writing" by the County. However, the Subrecipient shall still be required to execute the *Small and Minority Business Enterprise ("MBE")*, *Women Business Enterprise ("WBE")*, and *Labor Surplus Area Firm Affidavit* for such budgeted procurements.

Article 10: Property Standards

- A. By executing this Agreement, the Subrecipient hereby certifies that it shall comply with 2 CFR §§ 200.310-200.316 (or, for HHS awards: 45 CFR §§ 75.316-75.323) ("**Property Standards**") and will use such procedures when handling and managing property procured with the Subaward.
- B. The Subrecipient shall maintain inventory records of all non-expendable property as may be procured with the Subaward funds provided pursuant to this Agreement and may not to sell, transfer, encumber, or otherwise dispose of property acquired with the Subaward without the written permission of the County.
- C. Title to "**Real Property**" as defined in 2 CFR § 200.85 (or, for HHS awards: 45 CFR § 75.2) that is purchased under this Agreement shall vest subject to the conditions specified in 2 CFR § 200.311 (or, for HHS awards: 45 CFR Part 75.318).
- D. Title to "**Equipment**" as defined in 2 CFR § 200.33 (or, for HHS awards: 45 CFR § 75.2) that is purchased under this Agreement shall vest in the Subrecipient, subject to the conditions specified in 2 CFR § 200.313 (or, for HHS awards: 45 CFR Part 75.320).

Article 11: Budget and Invoices

- A. **Budget.**
 1. The County-approved *Budget* for the Subaward is attached to this Agreement as "**Exhibit B**" and shall be the basis for which the County provides payment to the Subrecipient.
 2. Any changes to the *Budget* must be approved, in writing, by the County. The cost of any changes, modifications, change orders, and all other constructive changes to the *Budget* must be allowable, allocable, within the scope of the Federal Award, and reasonable for the completion of the *Scope of Services* attached as "**Exhibit A.**"
 3. The Awarding Official Contact noted in **Article 2, Paragraph B ("The Parties")**, or as later re-designated pursuant to **Paragraph C** of that same Article, may, in writing, approve any amendments to the *Budget* that are requested by the Subrecipient so long as such request is received by the Awarding Official Contact no later than forty-five (45) days prior to the end of this Agreement's term, and:
 - a. If the Budget was drafted with approval of the Federal Awarding Agency, any such requested amendments do not increase the Subaward amount and are approved, in

writing, by the Federal Awarding Agency; or

- b. If the Budget was drafted without the Federal Awarding Agency pursuant to a discretionary Federal Award, any such requested amendments do not increase the Subaward amount and are deemed by the Awarding Official Contact as being consistent with the *Scope of Services*
 4. Budget amendments that do not meet the requirements of **Article 11, Paragraph A.3.** above must be made by formal written amendment to this Agreement.
 5. There is no obligation on the part of the County or its Awarding Official Contact to approve any of the Subrecipient's budget amendment requests. Should the Subrecipient make an expense in conflict with the approved *Budget* without first obtaining written approval from the County, it does so at its own risk.
- B. **Invoices.** Invoices shall be delivered to the County in a form and with supporting documentation as approved and/or requested, in writing, by the Awarding Official Contact noted in **Article 2, Paragraph B ("The Parties")**, or as later re-designated pursuant to **Paragraph C** of that same Article.
- C. **Minimum Standards for Invoices.** At minimum, all invoices submitted by the Subrecipient must:
1. Include enough detail so that the County is able to confirm that the Subrecipient has only invoiced the County for reimbursement of funding-eligible expenses that were incurred by the Subrecipient in compliance with the Federal Award and the terms of this Agreement.
 2. If the *Budget* attached as "**Exhibit B**" has line-items or funding categories, indicate which line-item or funding category under which each item is being invoiced.
 3. Pursuant to 2 CFR § 200.415(a) (or, for HHS awards: 45 CFR § 75.415) ("**Required Certifications**"), include the following federally required attestation executed by an individual that is able to legally authorize to do so by the Subrecipient:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812)."
 4. By executing this Agreement, the Subrecipient hereby affirms that understands that the above are minimum standards for invoices only and are not meant to represent an exhaustive list of what the County's Awarding Official Contact noted in **Article 2, Paragraph B ("The Parties")**, or as later re-designated pursuant to **Paragraph C** of that same Article, may request or require in order to consider an invoice complete or to approve an invoice for payment.
- D. **Invoice Frequency and Due Dates.** Unless otherwise stated in the *Scope of Services*, which hereby supersedes the frequency and due date for invoices noted in this provision if there is a conflict between the two, invoices are due as followed:

1. **General Invoices.** The period for submission of General Invoices shall be **monthly** with such invoices due to the County by the **15th of the month subsequent to the provision of services** for which the County is being invoiced.
 2. **Initial Reimbursement Invoices.**
 - a. If the Subaward Period of Performance began on a date prior to the execution of this Agreement, the Subrecipient must submit an Initial Reimbursement Invoice covering all eligible expenses for the period of time beginning on the first day of the Subaward Period of Performance (for this Agreement: **10/01/2019**) and ending on the date of execution of this Agreement. This Initial Reimbursement Invoice shall be submitted no later than the date that the first General Invoice is due to the County.
 - b. This Initial Reimbursement Invoice shall not be required if the Subaward Period of Performance and date of execution of this Agreement occur in the same month. If such occurs, the first General Invoice may include all expenses made for that month.
 3. **Final Invoices.** Final Invoices shall be due to the County by the **15th of the month subsequent** to the expiration or termination of this Agreement.
- E. **Withholding or Denial of Payment on Invoices.** The County reserves the right to withhold or deny payment of any invoice if such invoice:
1. Is incomplete or fails to provide the requisite supporting documentation;
 2. Fails to be provided in a timely fashion as determined by the terms of this Agreement; or
 3. Indicates expenditures that are not compliant with this Agreement, the Federal Award, or any directives issued by the Federal Awarding Agency.

Article 12: Payment Terms

- A. **Payment by Reimbursement.** This Subaward shall be paid through reimbursement for actual Subaward-eligible costs as permitted by the Federal Award and this Agreement. In order to obtain payment, the Subrecipient shall make Subaward-eligible expenditures and thereafter invoice the County for such expenditures pursuant to the invoicing terms found in **Article 11 ("Budget and Invoicing")** of this Agreement.
- B. **Local Government Prompt Payment Act.** The County shall make payments to the Subrecipient for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq, Florida Statutes.
- C. The County is only responsible for payments to the Subrecipient for which the County is provided funding by the Federal Awarding Agency. If the Federal Awarding Agency determines that a specific cost or expense invoiced by the Subrecipient to the County is not permitted to be reimbursed under the terms and conditions of the Federal Award, the County shall not be responsible for making payment to the Subrecipient for that specific cost or expense.
- D. Should the Federal Awarding Agency withhold or deny funding to the County for any reason, the County may subsequently withhold or deny funding to the Subrecipient.

- E. The County shall not make payments for, or in any way be responsible for, payment to the Subrecipient for:
1. Any goods or services provided that do not fall within the *Scope of Services* attached as "Exhibit A";
 2. Any goods or services that fall within the *Scope of Services*, but that such payment by the County would supplant current available, or already budgeted, funding for those goods or services; or
 3. Any goods or services that fall within the attached *Scope of Services*, but that such payment can be made through a third-party program or insurance provider.
- F. The Subrecipient shall not obligate, encumber, spend, or otherwise utilize funds provided pursuant to this Agreement for any activity or purpose not included in, or in conformance with, the *Scope of Services*.
- G. The Subrecipient may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the County.
- H. Any costs or expenses incurred by the Subrecipient that exceed the overall Subaward amount set forth in this Agreement, or which are incurred outside of the term of this Agreement, shall be the sole responsibility of the Subrecipient.
- I. **At no point shall the County be expected to, or responsible for, using general fund dollars or any non-Federal Award monies to make payment to the Subrecipient for any costs or expenses incurred by the Subrecipient pursuant or related to this Agreement or the Federal Award.**
- J. **Funds Paid in Advance.** If the Subrecipient is provided Subaward funds in advance pursuant to this Agreement, the Subrecipient and the County must agree to and execute the *Subaward Advance Terms and Affidavit* attached to this Agreement as "Form 3." Additionally, the Subrecipient hereby certifies to the County that, if it receives an advance of the Subaward:
1. It shall comply with 2 CFR 200.305(b) (or, for HHS awards: 45 CFR § 75.305(b)) ("**Federal Payment**") and therefore shall:
 - a. Maintain written procedures that minimize the time elapsing between: (i) the transfer of funds by the County to the Subrecipient, and (ii) the Subrecipient's disbursement of those funds for direct project costs and the proportionate share of any allowable indirect costs;
 - b. Review 2 CFR 200.305(b) (or, for HHS awards: 45 CFR § 75.305(b)) and maintain financial management systems that comply with the standards therein for fund control and accountability; and
 - c. Make timely payment to its contractors and vendors.

2. **Fidelity & Employee Dishonesty Insurance.** If paid in advance, the Subrecipient shall present the following proof of insurance Fidelity & Employee Dishonesty Insurance with a limit of not less than the Subaward amount awarded under this Agreement. This insurance may be waived at the discretion of the County's Risk Management Division if the Subrecipient is a "state agency or subdivision" as defined by Section 768.28(2), Florida Statutes.

Article 13: Return of Funds

- A. **Unauthorized Expenditures.** The Subrecipient shall reimburse the County for all unauthorized expenditures.
- B. **Payment(s) In Error.** The Subrecipient shall return to the County any payments made to the Subrecipient that were made in error or were in any manner fraudulent or inconsistent with the *Scope of Work* attached as "Exhibit A" or the Federal Award ("Payment(s) in Error").
 1. In the event that the Subrecipient, or any outside accountant or auditor, determines that a Payment in Error was made, the Subrecipient shall return to the County any associated funds no later than ten (10) business days from when the Subrecipient became aware of such Payment in Error.
 2. In the event that the County discovers a Payment in Error, the County shall notify the Subrecipient and the Subrecipient shall return any associated funds to the County no later than ten (10) business days of the Subrecipient's receipt of such notice.
- C. **Federal Disallowance(s).** If the Federal Government demands reimbursement from the County due to a disallowance or finding that an expense or cost for which the County provided Subaward funding to the Subrecipient was in any way improper or not in compliance with the Federal Award, the Subrecipient shall return any associated funds to the County within a reasonable time period as mutually agreed upon by the County and the Subrecipient, or within six (6) months, whichever is the later of the dates.
- D. **Delay or Failure to Return Funds.** Should the Subrecipient fail to reimburse the County for any Payment in Error or Federal Disallowance within the time designated, the County may respond with any number of the following actions:
 1. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the Subrecipient's initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the County;
 2. Withhold any or all future payments until the amount of such overpayment has been recovered by the County;
 3. Terminate this Agreement; or
 4. Bar the Subrecipient from being considered when issuing future Federal Subawards or other County agreements.

Article 14: Progress Reporting

- A. Progress reports shall be delivered to the County on a form approved by the in writing, by the Awarding Official Contact noted in **Article 2, Paragraph B ("The Parties")**, or as later re-designated pursuant to **Paragraph C** of that same Article.
- B. At minimum, such progress reports must detail the outputs, outcomes, and progress the Subrecipient has made in accomplishing the objectives of the *Scope of Services* attached as "**Exhibit A.**" The County reserves the right to reasonably and unilaterally revise such approved form and request any additional supporting documentation from the Subrecipient as it deems necessary to meet its federal reporting requirements and monitoring obligations.
- C. Unless otherwise stated in the *Scope of Services*, which hereby overwrites the frequency and due date of progress reports noted in this provision if there is a conflict between the two, progress reports shall be submitted on a **monthly** basis and **are due by the 15th of the month subsequent to the provision of services of which the Subrecipient is reporting.**
- D. Failure to provide the required progress reports in accordance with this Article may necessitate the County's withholding of payment on any subsequent invoices and shall be considered cause for termination by the County pursuant to the terms of termination in this Agreement.
- E. If a portion of the Subaward was advanced, failure to provide the required Progress Reports in accordance with this Article will obligate the Subrecipient to, at the County's written request, return to the County the balance of any unexpended advanced Subaward funds.

Article 15: Maintenance, Retention, and Access to Records

- A. The Subrecipient, and its subcontractors (if any) that are providing services, or otherwise performing, pursuant to this Agreement shall abide by the requirements of this Article.
 - 1. The Subrecipient shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the Subrecipient's financial activities.
 - 2. The Subrecipient shall establish and maintain separate accounting records for the Subrecipient's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.
 - 3. The Subrecipient shall furnish the County with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the County, in its sole discretion, to adequately evaluate the Subrecipient's performance under this Agreement.
 - 4. All records that were created, utilized, or maintained for the purpose of fulfillment of the Subrecipient's obligations pursuant to this Agreement, whether paper or electronic ("**Relevant**

Records"), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.

5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.
 6. The Subrecipient shall permit the County, the Comptroller of Orange County (the "**Comptroller**"), the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.
 7. If the *Scope of Services* in "**Exhibit A**" is site-specific, or construction-related, access to the stated construction or work site shall be provided to the County, the Comptroller, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives.
- B. **The Subrecipient shall ensure that the provisions of this Article are incorporated into any agreements into which it enters that are related to this Agreement and the Federal Award.**

Article 16: Monitoring Requirements

- A. **Monitoring.** The Subrecipient hereby acknowledges that the County has an obligation to monitor the Subrecipient's programmatic and financial activities, pursuant to the requirements found in 2 CFR § 200.332 (or, for HHS awards: 45 CFR § 75.352) ("**Requirements for pass-through entities**"). By executing this Agreement, the Subrecipient hereby agrees to permit the County, the Comptroller, or the designee of either, to perform such program and financial monitoring periodically.
- B. **Letter of Findings.**
1. If during a monitoring session the County, the Comptroller, or the designee of either, discovers any defect in the Subrecipient's performance under this Agreement (whether programmatic, financial, etc.), a "Letter of Findings" shall be provided to the Subrecipient.
 2. The Subrecipient shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the County, the Comptroller, or the designee of either, within thirty (30) calendar days of the date of the Letter of Findings. Failure to submit a Correction Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

Article 17: Audit Requirements

- A. **Auditing.** As a subrecipient of the Federal Award, the Subrecipient is obligated to comply with the federal auditing requirements found in 2 CFR 200 Subpart F (or, for HHS awards: 45 CFR § Subpart F) ("**Audit Requirements**").
- B. **Authorization to Audit.** The County, the Comptroller, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives shall have the right to audit Subrecipient's:
1. Disbursement of the Subaward;

2. Service or program delivery; and
 3. Compliance with the terms, conditions, and obligations set forth in this Agreement and the Federal Award.
- C. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the Subrecipient shall consider all sources of federal awards including federal resources received from the State or other agencies.
1. If the Subrecipient expends seven hundred and fifty thousand dollars (\$750,000) or more in federal awards during its fiscal year, the Subrecipient must have a single audit completed and conducted in accordance with 2 CFR § 200.514 (or, for HHS awards: 45 CFR § 75.514) ("**Scope of Audit**"), unless the Subrecipient elects to have a program-specific audit in accordance with 2 CFR § 200.501(c) (or, for HHS awards: 45 CFR § 75.501(c)) ("**Audit Requirements**").
 2. If the Subrecipient expends less than seven hundred and fifty thousand dollars (\$750,000) in federal awards during the fiscal year, the Agency agrees to:
 - a. Provide an annual certification to the County that a single audit was not required; and
 - b. Annually submit an Audited Financial Statement to the County.
 3. If the Subrecipient is mandated to have an audit performed due to its expenditure of seven hundred and fifty thousand dollars (\$750,000) or more in federal awards within one fiscal year, that audit shall be completed no later than one-hundred and eighty (180) calendar days after the close of the Subrecipient's fiscal year.
- D. **Submission of Audits and Audited Financial Statements.**
1. The Subrecipient shall submit to the Comptroller and the County any and all auditor's report received by the Subrecipient related to its obligations under this Agreement within ten (10) business days of receipt.
 2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR § 200.512 (or, for HHS awards: 45 CFR § 75.512) ("**Report Submission**"), or the applicable Audited Financial Statements, shall be forwarded to the County pursuant to the notice provision in this Agreement, with a copy provided to the Orange County Comptroller's Office, at the following:
- Orange County Comptroller's Office
Finance and Accounting Department
Attn: Grants Section
P.O. Box 38
Orlando, Florida 32802**
- E. **The Federal Audit Clearinghouse.** Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year end date. Such audits shall be submitted electronically via the following website: <https://harvester.census.gov/facweb/>.

- F. Failure to comply with any requirements in this Article shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the Subrecipient.

Article 18: Insurance

- A. The Subrecipient agrees to, on a primary basis and at its sole expense, at all times throughout the duration of this Agreement maintain the following types of insurance coverage with limits and on forms (including endorsements) as described in this Article. These requirements, as well as the County's review or acceptance of insurance maintained by the Subrecipient is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Subrecipient under this Agreement.
- B. The Subrecipient shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Article.
- C. The Subrecipient shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the Subrecipient prior to commencing operations under this Agreement to verify such coverage:

1. **All Subrecipients:**

Commercial General Liability – The Subrecipient shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than one million dollars (\$1,000,000) per occurrence. Subrecipient further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured. The General Aggregate limit either shall apply separately to this contract or shall be at least twice the required occurrence limit.

The Subrecipient agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured–Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The certificate holder and additional insured shall be listed in the name of the Orange County, Florida.

2. **Subrecipients Providing Services at County Facilities:**

Workers' Compensation – The Subrecipient shall maintain coverage for its employees with statutory workers' compensation limits and no less than one hundred thousand dollars (\$100,000) each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the County if services are being provided at County facilities. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete the *Leased Employee Affidavit* attached as "Form 4."

Business Automobile Liability – The Subrecipient shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than five hundred thousand dollars (\$500,000) per accident. In the event the Subrecipient does not own automobiles, the Subrecipient shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of

endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. **Subrecipients Providing Services to Vulnerable Populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars (\$100,000) per occurrence shall also be included for those programs that provide services directly to Vulnerable Person(s). "Vulnerable Person(s)" are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

4. **Subrecipients providing services that are of a professional nature:**

Professional Liability with a limit of not less than one million dollars (\$1,000,000) per wrongful act or claim. For policies written on a claims-made basis, the Subrecipient agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period ("SERP") during the life of this Agreement the Subrecipient agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Subrecipient of the obligation to provide replacement coverage.

- D. Insurance carriers providing coverage required in this "Insurance" subsection must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.
- E. Any request for an exception to these insurance requirements must be submitted in writing to the County for approval.
- F. The Subrecipient shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the Subrecipient shall also provide copies of any applicable endorsements as required above.
- G. For continuing service contracts, renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Subrecipient has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the County. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

**Orange County, Florida
Attention: Risk Management Division
109 E Church Street, Suite 200
Orlando, FL 32801**

- H. **State Agencies or Subdivisions.** If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes):

1. **Article 18, Paragraphs A – G** are not applicable. However, such paragraphs do apply to any of the Subrecipient's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the Subrecipient in any such subcontracts.
2. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Subrecipient may self-insure its liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County's Risk Management Division at the address in **Article 18, Paragraph G** above.

Article 19: Indemnification, Sovereign Immunity, and Liability

- A. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, or contractors.
- B. **Sovereign Immunity.**
 1. The County's above indemnification is expressly limited to the amount set forth in Section 768.28(5), Florida Statutes, as amended by the Florida State Legislature. Nothing contained in this Article, or in any part of this Agreement, shall constitute a waiver of the County's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.
 2. **State Agencies or Subdivisions.** If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Article 19, Paragraph B.1.** above applies to the Subrecipient in the same manner in which it applies to the County.
- C. **Liability.**
 1. Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.
 2. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the County be liable to the Subrecipient under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability.

- D. **State Agencies or Subdivisions.** If the Subrecipient is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Article 19, Paragraph C.2.** above applies to the Subrecipient in the same manner in which it applies to the County.

Article 20: Independent Contractor, Non-Agent Subrecipient, and Third Parties

- A. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended to, or should be construed as, creating or establishing the relationship of copartners between the parties, or as constituting the Subrecipient as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Subrecipient is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to be the employee of the Subrecipient for all purposes, including but not limited to for any worker's compensation matters.
- B. **Non-Agent Subrecipient.** The Orange County Board of County Commissioners has not delegated to any County officer or employee the authority to appoint any agent on the County's behalf regarding the subject matter of this Agreement. Accordingly, nothing in this Agreement is intended to, and shall not be construed as to, appoint the Subrecipient as an agent of the County. Additionally, no review or approval of the Subrecipient's services, invoices, or records by the County may be construed as the County appointing the Subrecipient as an agent of the County.
- C. **No Third-Party Claims.** Nothing in this Agreement, express or implied, shall confer to a third-party – or be construed as conferring to a third-party in any way – any legal or equitable right, benefit, claim, or remedy of any nature arising under or by reason of this Agreement. Moreover, the Federal Government, the State of Florida (including the Florida Division of Emergency Management, if applicable), the County, and the employees and/or contractors of each of the foregoing governments, shall be held harmless from liability to any third parties for claims asserted under this agreement.

Article 21: Confidentiality

- A. **Health Insurance Portability and Accountability Act ("HIPAA")**
1. **Generally.**
- a. Under this Agreement, each party shall limit its transmission of data to the other party only to data that either:
- (1) Is not "**Protected Health Information,**" as defined in 45 CFR § 160.103; or
 - (2) Has been "de-identified" in compliance with the HIPAA Safe Harbor Standard, 45 CFR § 164.514.
- b. Should the need for the transmission of Protected Health Information arise pursuant to this Agreement, the party transmitting such Protected Health Information shall, prior to such transmission, ensure that:
- (1) A Business Associate Agreement (or an adequate patient/client/individual release) has been executed; and

- (2) All the protections of the HIPAA Privacy and Security Rules found in 45 CFR Part 164 are properly followed.

2. For Covered Entities.

- a. The Subrecipient must secure legally-compliant releases from each individual benefiting from Subaward-funded services for the disclosure of PHI to both Orange County and the Orange County Comptroller's Office for program reporting, monitoring, and auditing purposes, if:
 - (1) The Subrecipient meets the definition of "Covered Entity" for the purposes of HIPAA; and
 - (2) The services for which the County is providing Subaward funding to the Subrecipient involve the Subrecipient generating PHI.
- b. Additionally, the Subrecipient must require that all subcontractors receiving Subaward funding under this agreement for which this "For Covered Entities" provision is applicable secure such releases as well.

B. Florida Information Protection Act ("FIPA")

1. Pursuant to Section 501.171(g)1., Florida Statutes, "**Personal Information**" means either of the following:
 - a. An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:
 - (1) A social security number;
 - (2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;
 - (3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;
 - (4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or
 - (5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.
 - b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.
2. If, pursuant to this Agreement, the Subrecipient is maintaining, storing, or processing personal information on behalf of the County, the Subrecipient is the County's "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed

in Section 501.171, Florida Statutes. These obligations include, but are not limited to:

- a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and
 - b. Providing notice to the County in the event of a breach of security of the Subrecipient's system as expeditiously as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.
3. The Subrecipient shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the County for any breach of Personal Information that is the fault of the Subrecipient.

C. Florida Trade Secret Protections

1. Pursuant to Section 815.045, Florida Statutes, "**Trade Secret Information**," as defined in Section 812.081, Florida Statutes, and as provided for in Section 815.04(3), Florida Statutes, is expressly confidential and exempt from the public records law because it is a felony to disclose such records.
2. If the *Scope of Services* attached as "**Exhibit A**" includes storing, collecting, reviewing, or accessing information related to business entities that could be considered Trade Secret Information, the Subrecipient hereby certifies that it will hold any such information confidential and will not release or disclose it to any third party without express, written permission from either: (a) the County; or (b) the business entity in question.

Article 22: Termination

- A. **Termination for Convenience by the County.** Pursuant to 2 CFR Part 200, Appendix II, Paragraph B (or, for HHS Awards: 45 CFR Part 75, Appendix II, Paragraph B), contracts made pursuant to a Federal Award must address termination for convenience by the County including the manner by which it will be effected and the basis for settlement. As such, the County may terminate this Agreement for convenience by providing a written thirty (30) calendar day notice to the Subrecipient.
- B. **Termination by the Subrecipient.** Pursuant to 2 CFR § 200.340(a)(4) (or, for HHS Awards: 45 CFR § 75.372(a)(4)), the Subrecipient may terminate this Agreement upon sending the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the County determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the County may terminate the Subaward in its entirety. Additionally, a Subrecipient's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the Subrecipient's ability to receive subawards, other grants, or any other contract opportunities from the County in the future.
- C. **Termination for Cause.**
1. **Immediate Termination.**
 - a. The County reserves the right to terminate this Agreement immediately, to be effectuated as of the Subrecipient's receipt of written notice which may be hand-

delivered or transmitted by electronic mail to the Subrecipient Contact Person noted in **Article 2, Paragraph B ("The Parties")**, or as later re-designated pursuant to **Paragraph C** of that same Article. Notwithstanding the foregoing, the County, as a courtesy, will additionally provide the Subrecipient with such notice in the manner provided in **Article 5 ("Notices")** of this Agreement.

b. Immediate Termination pursuant to this provision shall be permitted for any of the following reasons:

- (1) The Federal Awarding Agency terminates the Federal Award;
- (2) Any circumstance under which the County is no longer receiving Federal Award funds to reimburse the Subrecipient occurs;
- (3) The amount invoiced by the Subrecipient meets or exceeds the amount of the Subaward provided for in this Agreement;
- (4) The Subrecipient files bankruptcy or otherwise becomes insolvent;
- (5) The Subrecipient is determined to be ineligible to do business in the State of Florida;
- (6) If the Subrecipient is a non-profit agency, loss of the Subrecipient's non-profit status;
- (7) If the County has a Business Associate Agreement with the Subrecipient, the County has terminated that Business Associate Agreement for cause; or
- (8) As otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** The County may terminate this Agreement for cause upon providing a written fourteen (14) calendar day breach of contract and termination notice. Such termination for cause may be for any material breach of this Agreement, or if the County, using its sole discretion, determines that the Subrecipient is unable to perform under this Agreement.

3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or accept the Subrecipient's proposed cure if such an opportunity is provided, the County reserves the right to provide the Subrecipient the opportunity to cure any stated breach. If the County provides such opportunity to cure, shall:

- a. Provide the opportunity to cure as a part of the County's breach of contract and termination notice; and
- b. Allot an appropriate deadline by which the Subrecipient must provide its proposed cure to the County.

4. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the Subrecipient's damages for such termination, if any, shall be the same as if the County had terminated this Agreement for convenience.

- D. **Payment in Event of Termination.** If this Agreement is terminated early, the Subrecipient shall be paid for the funding-eligible expenses incurred pursuant to the terms of this Agreement. No other damages, fees, or costs may be assessed against the County for its termination of the Agreement, whether such termination was for cause or for convenience.
- E. **Reporting to Federal Awarding Agency.** If the County determines that termination of this Agreement was due to the Subrecipient's material failure to comply with the Subaward's terms and conditions, the County reserves the right to report the Subrecipient to the Federal Awarding Agency so that it may report the termination to the OMB-designated integrity and performance system accessible through the federal System of Award Management ("SAM").
- F. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the Subrecipient shall take all of the following actions:
1. Continue to remain responsible for assisting the County with meeting its obligation to comply with the requirements in 2 CFR §§ 200.344 ("**Closeout**") and 200.345 ("**Post-Closeout Adjustments and Continuing Responsibilities**") (or, for HHS Awards: the requirements in 45 CFR §§ 75.381 through 75.390) as necessary;
 2. Within fourteen (14) calendar days, remit to the County any advanced Subaward funds provided to the Subrecipient that were not yet obligated by the Subrecipient as of the date of the Subrecipient's receipt of the County's notice of termination (if any);
 3. Stop providing services, making purchases, and incurring any further financial obligations under this Agreement as of the date of the Subrecipient's receipt of such notice and, as soon as practicable but no later than within one (1) business day of the Subrecipient's receipt of such notice, direct all Agreement-related subcontractors to immediately do the same;
 4. Terminate all orders and subcontracts to the extent that they relate to the performance of the *Scope of Work* attached as "**Exhibit A**";
 5. Finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the date of termination, up to and including the final invoice due at the end of the project without reimbursement beyond that due as of the date of termination for services rendered to the termination date;
 6. Take any other actions as reasonably directed in writing by the County; and
 7. If the *Scope of Services* attached as "**Exhibit A**" includes the provision of care to individuals, take any reasonable steps to, in good faith, assist the County in transferring care of such individuals to another organization, if necessary.
- G. **Force Majeure.**
1. The Subrecipient shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the Subrecipient's control so long as the Subrecipient's delay is not caused by the Subrecipient's own fault or negligence. Notwithstanding the foregoing, the Subrecipient cannot claim *Force Majeure* under this provision for any emergency, exigency, or "Act of God"

that is specifically contemplated within the *Scope of Services* of this Agreement, or which in any way existed at the time this Agreement was executed.

2. The above notwithstanding, in order to claim delay pursuant to this provision, the Subrecipient shall notify the County in writing within seven (7) business days after the beginning of any such cause that would negatively impact its performance under this Agreement. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this provision is cause for termination of this Agreement.
3. If the Subrecipient's performance is delayed pursuant to this provision for a period exceeding seven (7) business days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Subrecipient for any work performed pursuant to this Agreement prior to the date of the County's termination.
4. No other damages, fees, or costs may be assessed against the County for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the County from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

Article 23: Florida State Terms

A. Public Records.

1. Pursuant to Section 119.0701, Florida Statutes, the Subrecipient shall:
 - a. Keep and maintain public records required by the County to perform the service.
 - b. Upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the County.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the Subrecipient does not transfer the records to the County.
 - d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the County all public records in possession of the Subrecipient or keep and maintain public records required by the Subrecipient to perform the service in accordance with Florida law.
 - e. If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of this Agreement, the Subrecipient shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.
 - f. All records stored electronically shall be provided to the County, upon request from the County, in a format that is compatible with the information technology systems of the County.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE SUBRECIPIENT SHALL CONTACT THE PROCUREMENT PUBLIC RECORDS LIAISON AT 400 EAST SOUTH STREET, 2ND FLOOR, ORLANDO, FLORIDA 32801, PROCUREMENTRECORDS@OCFL.NET, (407) 836-5897.

2. **Florida Agencies.** If the Subrecipient is an "Agency" as defined by Section 119.011, Florida Statutes, then the Subrecipient shall comply with its own obligations under Chapter 119, Florida Statutes. The Subrecipient additionally agrees to cooperate in good faith with the County in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the Subrecipient will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

B. Scrutinized Companies.

1. By executing this Agreement, the Subrecipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
2. Specifically, by executing this Agreement, the Subrecipient certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel.
3. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Subrecipient certifies that it is not:
 - a. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or
 - b. Engaged in business operations in Cuba or Syria.
4. The County reserves the right to terminate this Agreement immediately should the Subrecipient be found to:
 - a. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; or
 - b. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes, subsequent to entering into this Agreement with the County.
5. If this Agreement is terminated by the County as provided in **Article 23, Paragraph B.4.a.** above, the County reserves the right to pursue any and all available legal remedies against the Subrecipient, including but not limited to the remedies as described in Section 287.135, Florida Statutes. If this Agreement is terminated by the County as provided in **Article 23,**

Paragraph B.4.b. above, the Subrecipient shall be paid only for the funding-applicable work completed as of the date of the County's termination.

6. Unless explicitly stated in this Article, no other damages, fees, or costs may be assessed against the County for its termination of the Agreement pursuant to this Article.

Article 24: Federal Contract Terms

Section 1: In General

- A. The Subrecipient is required to comply with the contract terms found in 2 CRF Appendix II to Part 200 ("**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**") and, pursuant to such provision, include such provisions contained in therein into any subcontracts under this Subaward into which it enters, as applicable.
- B. All subcontracts into which the Subrecipient enters must have the applicable provisions of 2 CRF Appendix II Part 200 included.
- C. The federal contract terms specifically listed in this Article are not an exhaustive list of all federally required contract terms that may be applicable. The Subrecipient shall be held responsible for compliance with any federal contract provisions not specifically referenced in this Article that may apply.

Section 2: Federal Terms (For: All Contracts)

- A. **Non-Obligation by Federal Government.** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, the Subrecipient, or any other party pertaining to any matter resulting from this Agreement.
- B. **Federal Awarding Agency Seal, Logo, and Flags.** The Subrecipient shall not use the seal(s), crest(s), or reproduction of flags or likenesses of the Federal Awarding Agency without specific pre-approval therefrom.
- C. **Suspension and Debarment.**
1. The Subrecipient acknowledges and understands that the regulations at 2 CFR Part 180 ("**OMB Guidelines to Agencies on Governmentwide Debarment and Suspension**") specifically prohibit the County from entering into a "**Covered Transaction**," as defined in 2 CFR § 180.200, with a party listed on the System for Award Management ("**SAM**") Exclusions list.
2. By executing this Agreement, the Subrecipient hereby certifies that:
- a. It does not appear on the SAM Exclusions list;
- b. It shall maintain an active registration with SAM for the entire Term of this Agreement; and

- c. It shall notify the County within five (5) business days if is added to the SAM Exclusions list, or should its status under the SAM system change in any way, during the Term of this Agreement.
 - 3. The Subrecipient shall comply with 2 CFR Part 180, Subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - 4. The County reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the Subrecipient:
 - a. Be found to have misrepresented its SAM system status in any manner; or
 - b. Fail to notify the County of any change in its status under the SAM system.
 - 5. By executing this Agreement, the Subrecipient certifies it complies with the terms of this Article and 2 CFR Part 180, Subpart C ("**Responsibilities of Participants Regarding Transactions Doing Business with Other Persons**"). This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.
- D. **Federal Non-Discrimination.**
- 1. The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability.
 - 2. The Subrecipient shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination.
 - 3. The Subrecipient shall adhere to any and all federal implementing regulations and other requirements that the Funding Agency has with respect to nondiscrimination.
 - 4. The Subrecipient shall ensure that any and all of its subcontractors are bound to the terms of this Non-Discrimination provision.
- E. **Rights to Inventions Made Under this Agreement.** If the Federal Award or this Agreement meet the definition of "**Funding Agreement**" under 37 CFR § 401.2(a), and the Subrecipient is a small business firm or nonprofit organization, then the Subrecipient hereby acknowledges and understands that the County is obligated to comply with the requirements of 37 CFR § 401 ("**Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements**"), and any implementing regulations issued by the Federal Awarding Agency.
- F. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Subrecipient acknowledges that 31 USC Chapter 38 ("**Administrative Remedies for False Claims and Statements**") applies to the Subrecipient's actions pertaining to this Agreement.

G. **Procurement of Recovered Materials.** If the Subrecipient is a state agency or agency of a political subdivision of the state, then pursuant to 2 CFR § 200.323 (or, for HHS awards: 45 CFR § 75.331) ("**Procurement of Recovered Materials**"):

1. The Subrecipient understands that in the performance of this Agreement, it must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 USC § 6962) should it purchase:
 - a. An item that has a value that meets or exceeds ten thousand dollars (\$10,000); or
 - b. Items, the quantity of which acquired by the preceding fiscal year met or exceeded ten thousand dollars (\$10,000).
2. The Subrecipient, when making purchases that meet the thresholds listed in subparagraphs "1.a." and "1.b." of this provision, shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
3. The Subrecipient shall document what it considered when making its decision to use, or not use, recovered materials in purchases that meet the thresholds listed in subparagraph "1.a." and "1.b." of this provision.
4. The Subrecipient shall make the above-stated documentation available to the County upon request and shall maintain all of the above documentation for future verification for the duration of this Agreement and any extension to this Agreement. Not doing so shall jeopardize the Subrecipient's ability to be awarded federally-funded contracts by the County in the future.
5. The Subrecipient shall procure solid waste management services in a manner that maximizes energy and resource recovery.
6. The Subrecipient shall establish an affirmative procurement program which contains the four elements detailed in 40 CFR § 247.6 ("**Affirmative Procurement Programs**").
7. The Subrecipient acknowledges that for further information about this requirement, along with the list of EPA-designated items, it should refer to the EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

H. **Domestic Preferences for Procurements.**

1. As appropriate, and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this Subaward, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to: iron, aluminum, steel, cement, and other manufactured products). Pursuant to federal law, this provision must be included in all subawards (including all contracts and purchase orders)

for work or products under the Federal Award. The Subrecipient shall include this provision in any contracts or agreements in which the Subaward is being utilized.

2. For the purposes of this provision:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

I. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.**

1. The Subrecipients is prohibited from obligating or expending any portion of the Subaward funds to:

- a. Procure or obtain;
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Section 3: Federal Terms (For: Contracts that Exceed \$100,000)

- A. **Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended).** If this Agreement exceeds one-hundred thousand dollars (\$100,000) in value, the Subrecipient shall:
1. File a *Certification Regarding Lobbying* attached to this Agreement as “**Form 5**” (if applicable);
 2. Certify to the County that it shall not use, and has not used, federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC § 1352; and
 3. Disclose to the County any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures will be forwarded to the Federal Awarding Agency.

Section 4: Federal Terms (For: Contracts that Exceed \$150,000)

- A. **Clean Air Act.** If this Agreement's value exceeds one hundred and fifty thousand dollars (\$150,000) in value, the Subrecipient agrees to:
1. Comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 et seq.;
 2. Report each violation to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
 3. Include these requirements in each subcontract that exceeds one hundred and fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.
- B. **Federal Water Pollution Control Act.** If this Agreement's value exceeds one hundred and fifty thousand dollars (\$150,000), the Subrecipient agrees to:
1. Comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.;
 2. Report each violation to the County. Additionally, the Subrecipient hereby acknowledges that the County shall, in turn, report each violation as required to assure notification to the Federal Awarding Agency and the appropriate Environmental Protection Agency Regional Office; and
 3. Include these requirements in each subcontract that exceeds one hundred and fifty thousand dollars (\$150,000) financed in whole, or in part, with federal assistance provided by the Federal Awarding Agency.

Section 5: Federal Terms (For: Contracts that Exceed the Simplified Acquisition Threshold)

- A. **Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014).** If this Agreement exceeds the Simplified Acquisition Threshold, the following applies:
1. This Agreement and employees working on this Agreement shall be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 USC § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 2. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC § 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 3. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed the Simplified Acquisition Threshold, which for the purposes of this Agreement is: \$150,000.

Article 28: General Provisions (Alphabetical)

- A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.
- B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an "Action").
- C. **Conflicts.** The Subrecipient shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.
- D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.
- E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full

Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.

- F. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida, United States of America, and shall be construed and interpreted in accordance with the laws of that state.
- G. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents or Table of Terms and Provisions, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.
- H. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.
- I. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.
- J. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.
- K. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.
- L. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.
- M. **Use of County and Subrecipient Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party. For more information about the use of the County's logos, refer to Section 2-3, Orange County Code.
- N. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Orange County, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Orange County, Florida.

- O. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.
- P. **Written Modification.**
1. No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.
 2. Notwithstanding the above subparagraph, the parties hereby recognize that the Federal Awarding Agency may issue unilateral changes to the Federal Award that the County is permitted to unilaterally "pass-down" to the Subrecipient without formal amendment to this Agreement.
 - a. By execution of this Agreement, the parties hereby agree that the contents of the *Required Information for Federal Subawards Table* found in "**Exhibit C,**" and as located in **Article 3 ("Federal Award Information")** and **Article 4 ("Federal Subaward Information")** are able to be unilaterally amended by the County and that such unilateral amendment shall be binding upon the parties of this Agreement so long as they are based on the Federal Awarding Agency's Notice of Award or a Federal Grant Adjustment Notice issued by the Federal Awarding Agency.
 - b. The County shall provide notice such unilateral amendments to the Subrecipient in a timely fashion to both by electronic mail to the Subrecipient Contact Person noted in **Article 2, Paragraph B ("The Parties")**, or as later re-designated pursuant to **Paragraph C** of that same Article, and in compliance with **Article 5 ("Notice")**.
 3. The Subrecipient hereby agrees to work with the County in good faith to make any additional amendments to this Agreement as may be necessary pursuant to directive provided by the Federal Awarding Agency.

Article 26: Attachments

The documents provided for in the table below are hereby incorporated by both reference and attachment and therefore form a material part of this Agreement.

Attachment Name	Attachment Title
Exhibit A	Scope of Services
Exhibit B	Budget
Exhibit C	Required Information for Federal Subawards Table
Form 1	Standard Form Amendments
Form 2	Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Affidavit
Form 3	Subaward Advance Terms and Affidavit
Form 4	Leased Employee Affidavit

Form 5	Certification Regarding Lobbying
Appendix Coversheet	Any additional attachments required by the Federal Awarding Agency or the County.
Attachment 1	Documentation of the County's Receipt of the Federal Award

Article 27: Entire Agreement

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. In regards to such subject matter, this Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

ORANGE COUNTY, FLORIDA SIGNATURE PAGE

The County has executed this Agreement on the date set forth below.

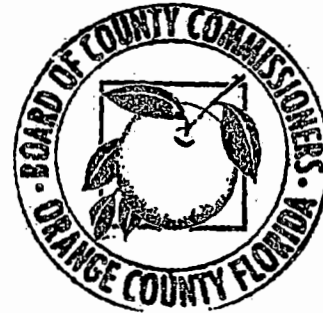
ORANGE COUNTY, FLORIDA

By: The Board of County Commissioners

By: *Bruno B. B. B.*
for Jerry L. Demings, Orange County Mayor
Date: APR 27 2021

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of the County Commissioners

By: *Katie Smith*
Date: APR 27 2021



**SUBRECIPIENT SIGNATURE
ON PAGE 35 OF 35**

SUBRECIPIENT SIGNATURE PAGE

**ORANGE COUNTY, FLORIDA'S SIGNATURE
ON PAGE 34 OF 35**

The Subrecipient has executed this Agreement on the date set forth below.

Orange County Sheriff's Office

By: _____

John W. Mina
Sheriff of Orange County

Date: _____

4.2.21

**APPROVED AS TO FORM AND LEGALITY
FOR THE RELIANCE OF THE SHERIFF
OF ORANGE COUNTY, FL, ONLY**

DATE: _____

Dorothy Baul
3/22/21

Exhibit A
Scope of Services

The Orange County Sheriff's Office (OCSO) will utilize the 2020 funding from the Edward Byrne Memorial Justice Assistant Grant to support a variety of law enforcement related initiatives that will enhance essential County services. The OCSO Forensics Unit will work with a private DNA lab to review all cold cases homicides and sexual assault investigations with up to date laboratory technology. The OCSO SWAT team will utilize Automated Breaching Device for both training exercises and deployment during critical incidents reducing the risk of injury to the operators and increase the likelihood of successful breaches during critical incidents. Communications section will continue their efforts in the mandatory replacement of portable radios to enhance the Court Services Section.

Scope of Service/Deliverables:

- The OCSO Forensics Units will expend Subaward funds to outsource DNA to private lab:

Estimated Cost: \$50,000 – To cover approximately 25 items for DNA analysis only, or 8 items for DNA analysis and 5 genetic genealogy samples, or 15 items for DNA analysis and 3 genetic genealogy samples.
- The OCSO SWAT Unit will purchase one (1) Automated Breaching Device

Estimated Cost: \$11,300
- The OCSO Communications Unit will purchase thirteen (13) replacement radios

Estimated Cost: \$67,258
- NIBRS Compliance (3% set aside requirement) for TriTech Software Systems for Implementation Service Fee(s), NIBRS license fees, Project Management, and Annual Maintenance Fee(s) to meet the US Department of Justice NIBRS compliance requirement.

Amount \$9,762.00
- OCSO will additionally provide backup documentation (receipts/invoices)

**Exhibit B
Budget**

Expenditure	Budgeted Cost
Outsourcing DNA to Private Lab	\$50,000
Covers 25 items to DNA analysis only, or 8 items for DNA analysis and 5 genetic genealogy samples, or 15 items for DNA analysis and 3 genetic genealogy samples	
Automated Breaching Device	\$11,300
Replacement radios	\$67,258
NIBRS and FIBRS Software Implementation	\$9,762
NIBRS compliance (3% set aside requirement) for TriTech Software Systems for Implementation Service Fee(s), NIBRS license fees, Project Management, and Annual Maintenance Fee(s).	
SUBTOTAL	\$138,320
Indirect Costs	\$0
TOTAL	\$138,320

Exhibit C
Required Information for Federal Awards

ALL "CFR" REFERENCES IN THE TABLE BELOW ARE TO EITHER 2 CFR § 200.332(a)(1) OR, WHEN HHS IS THE FEDERAL AWARDING AGENCY, 45 CFR § 75.352(a)(1):

CFR	Requirement	Subaward-Specific Information
(i)	Subrecipient Name	Orange County Sheriff's Office, registered in SAM as: "Orange, County of dba Sheriff's Office."
(ii)	Subrecipient DUNS® Number:	799554519
(iii)	Federal Award Identification Number:	2020-DJ-BX-0529
(iv)	Federal Award Date:	09/18/2020
(v)	Subaward Period of Performance Start and End Date:	Start: 10/01/2019 End: 09/30/2023
(vi)	Amount of Federal Funds Obligated by this action by the Pass-Through Entity to the Subrecipient:	An amount not to exceed: \$138,320
(vii)	Total Amount of Federal Funds Obligated to the Subrecipient by the Pass-Through entity including the current obligation:	Unknown
(viii)	Total Amount of the Federal Award committed to the Subrecipient by the Pass-Through Entity:	Unknown
(ix)	Federal Award project description:	JAG Program allows state and local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions.
(x)	Federal Awarding Agency	U.S. Department of Justice
	Pass-Through Entity:	Orange County, Florida
	Contact Information for Awarding Official of the Pass-Through Entity:	Thomas Hall, Ph., D. thomas.hall2@ocfl.net
(xi)	CFDA Number:	16.738
	CFDA Name:	Edward Byrne Memorial Justice Assistance Grant Program
	Total amount made available to Pass-Through Entity under Federal Award:	\$325,401
(xii)	Is Federal Award for Research & Development?	No
(xiii)	Is there an Indirect Cost Rate for the Federal Award?	No

**Form 1
Standard Form Amendments**

Please select one of the choices below.

- ☒ There are no amendments or additional provisions to the Standard Form Agreement found in this Agreement. Continue to "Form 2."
- ☐ There are amendments and/or additional provisions to the Standard Form Agreement found in this Agreement. They are as followed:

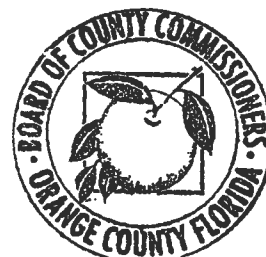
Amendments		
Article	Paragraph	Amendment

Additional Provisions

Pursuant to Article 1, Paragraph C, of this Agreement, the parties have agreed to the above-provided amendments to the Standard Form Agreement. Such amendments shall be held as binding upon the parties with the remainder of the Agreement remaining in full force and effect.

Burton W. Brooks
 Signature
Burton W. Brooks
 Printed Name
County Administrator
 Official Title
Orange County, Florida
 County Name
APR 27 2021
 Date

John W. Mina
 Signature
John W. Mina
 Printed Name
Sheriff of Orange County
 Official Title
Orange County Sheriff's Office
 Subrecipient Name
4-2-21
 Date



APPROVED AS TO FORM AND LEGALITY
 FOR THE RELIANCE OF THE SHERIFF
 OF ORANGE COUNTY, FL, ONLY

Dorothy B. B...
 DATE: 3/29/21

Subrecipient Agreement – Form 1
 Orange County, Florida and Orange County Sheriff's Office
 FAIN: 2020-DJ-BX-0529
 COUNTY CONTRACT NO.: Y21-215
 Page 1 of 1

Form 2
Small and Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Labor
Surplus Area Firm Affidavit

Please select one of the choices below.

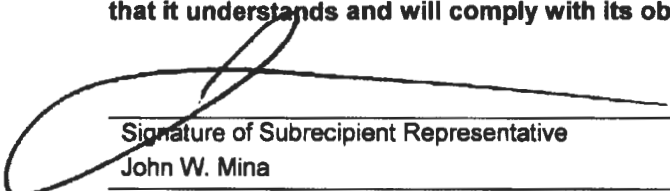
- ☐ The Subrecipient will not be subcontracting or making any procurements pursuant to this Agreement and understands that should that change during the course of the Subrecipient's performance under this Agreement, that it must receive written permission from the County Awarding Official and complete the affidavit below. Continue to "Form 3."
- ☒ The Subrecipient will be subcontracting, making procurements, or both, pursuant to this Agreement and therefore the Subrecipient hereby executes the following affidavit:

AFFIDAVIT OF COMPLIANCE WITH
2 CFR § 200.321 (or, for HHS awards: 45 CFR § 75.330)

The undersigned hereby certifies on behalf of the Subrecipient, that:

- A. When selecting subcontractors and making procurements with the Subaward, the Subrecipient shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used whenever possible while expending the Subaward.
- B. Pursuant to 2 CFR § 200.321 (or, for HHS awards: 45 CFR § 75.330), such affirmative steps must include:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- C. The Subrecipient understands that it must pass this obligation down to its subcontractors (if any).

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.



Signature of Subrecipient Representative
John W. Mina

Printed Name

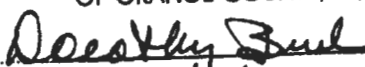
Sheriff of Orange County

Official Title

Date

6.2.21

APPROVED AS TO FORM AND LEGALITY
FOR THE RELIANCE OF THE SHERIFF
OF ORANGE COUNTY, FL, ONLY



3/29/21

Subrecipient Agreement – Form 2
Orange County, Florida and Orange County Sheriff's Office
FAIN: 2020-DJ-BX-0529
COUNTY CONTRACT NO.: Y21-215
Page 1 of 1

Form 3
Subaward Advance Terms and Affidavit

Please select one of the choices below.

- ☒ The Subrecipient **will not be receiving funds in advance** pursuant to this Subrecipient Agreement. Continue to "Form 4."
- ☐ The Subrecipient **will be receiving an advance** of the Subaward pursuant to this Subrecipient Agreement and, therefore, the Subrecipient hereby executes the following affidavit agreeing to the terms of such advance:

Part 1: Subaward Advance Terms

- A. 2 CFR 200.305(b) (or, for HHS awards: 45 CFR 75.305(b)) ("**Payment**") permits the County to issue advance payments of the Subaward to the Subrecipient as long as such advanced payments are: (1) limited to the minimum amounts needed; and (2) timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the *Scope of Work*.
- B. As such, the following "**Subaward Advance Budget**" was prepared:

--

- C. Based upon the foregoing, the County shall issue an advance of \$_____ at the beginning of the Agreement's term, or when such advance is agreed upon by the parties in writing. **All advanced Subaward funds must be spent no later than thirty (30) calendar days from the Subrecipient's receipt of the advance.**
- A. **Subaward Advance Reconciliation.**
1. The Subrecipient shall provide the County with a *Subaward Advance Reconciliation Report* with all documentation necessary (paid invoices, receipts, etc.) showing that the advance was appropriately spent no later than forty-five (45) calendar days after the Subrecipient receives the advance of the Subaward.
 2. Such *Subaward Advance Reconciliation Report* must be: (a) executed by the Subrecipient's authorized representative; and (b) include the federal attestation language outlined in **Article 11, Paragraph B.2. ("Budget and Invoicing")**.
 3. If the Subrecipient failed to expend all of the advanced Subaward funds within the thirty (30) days provided, the balance of unspent funds shall be deducted from subsequent invoices received by the County until it is fully exhausted. Any such advanced funds remaining at the end of the Agreement's term must be returned to the County.

Form 3
Subaward Advance Terms and Affidavit (Continued)


4. The County reserves its right to suspend any further payments to the Subrecipient until it receives a sufficient *Subaward Advance Reconciliation Report* from the Subrecipient. Nothing in this **Form 3** should be construed as limiting the County from pursuing any additional remedies contemplated in the Agreement or at law.
- E. The Subrecipient shall comply with all terms found in the Agreement regarding advances, including but not limited to, those found in **Article 12, Paragraph I ("Payment Terms")** and shall provide evidence to the County that it has obtained the Fidelity & Employee Dishonesty Insurance as contemplated therein.

Part 2: Subaward Advance Affidavit

The undersigned hereby certifies on behalf of the Subrecipient, that:

1. The Subrecipient understands and will comply with the *Subaward Advance Terms* provided in **Part 1** above.
2. The *Subaward Advance Budget* provided for in **Part 1** above is a true and accurate representation of the Subrecipient's actual, immediate cash requirements for carrying out the *Scope of Work*.
3. The Subrecipient shall comply with 2 CFR § 200.305(b) (or, for HHS awards: 45 CFR § 75.305(b)) and therefore shall maintain written procedures that minimize the time elapsing between: (1) the transfer of funds by the County to the Subrecipient, and (2) the Subrecipient's disbursement of such funds for direct project costs and the proportionate share of any allowable indirect costs.
4. The Subrecipient has reviewed 2 CFR § 200.305(b) (or, for HHS awards: 45 CFR § 75.305(b)) and maintains financial management systems that comply with the standards therein for fund control and accountability.
5. The Subrecipient shall make timely payment to its contractors, vendors, and any agencies providing services to the Subrecipient pursuant to the Agreement.
6. Should the Subrecipient be found to have mismanaged the Subaward advanced by the County, the County may consider such mismanagement cause for termination of the Agreement.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.


Signature of Subrecipient Representative
John W. Mina
Printed Name

Sheriff of Orange County

Official Title

Date

4.2.21

APPROVED AS TO FORM AND LEGALITY
FOR THE RELIANCE OF THE SHERIFF
OF ORANGE COUNTY, FL, ONLY

Subrecipient Agreement – **Form 3**
Orange County, Florida and Orange County Sheriff's Office

FAIN: 2020-DJ-BX-0529
COUNTY CONTRACT NO.: Y21-215
Page 2 of 2

DATE:

3/29/21

**Form 4
Leased Employee Affidavit**

Please select one of the choices below.

- ☒ **None** of the services in the *Scope of Services* will be provided on County property. Continue to "Form 5."
- ☐ **All or a portion** of the services in the *Scope of Services* will be provided on County property. If selected, select an option below:
- ☐ The Subrecipient **will not be using an employee leasing arrangement** and therefore is not obligated to complete the below Leased Employee Affidavit pursuant to **Article 18, Paragraph C.1.** of this Agreement. Continue to "Form 5."
- ☐ The Subrecipient **will be using an employee leasing arrangement** and therefore hereby executes the following affidavit:

LEASED EMPLOYEE AFFIDAVIT

The undersigned hereby certifies on behalf of the Subrecipient, that:

- A. The Subrecipient hereby certifies that it has workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

- B. The Subrecipient understands that its contract with the employee leasing company limits its workers' compensation coverage to enrolled worksite employees only and that the Subrecipient's leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure. Accordingly, the Subrecipient affirms that 100% of its workers are covered as worksite employees with the employee leasing company.
- C. The Subrecipient further certifies that it does not hire any casual or uninsured labor outside the employee leasing arrangement and hereby agrees to notify the County in the event that it has any workers not covered by the employee leasing workers' compensation policy. In the event that the Subrecipient has any workers not subject to the employee leasing arrangement, the Subrecipient hereby agrees to obtain a separate workers' compensation policy to cover such workers. The Subrecipient further agrees to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to such workers entering the County's worksite or performing any obligation pursuant to this Agreement.
- D. The Subrecipient hereby agrees to notify the County if its employee leasing arrangement terminates with the employee leasing company and it understands that it is required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement and further agrees to notify the County in the event that it switches employee-leasing companies.
- E. The Subrecipient hereby acknowledges that it has an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

Signature of Subrecipient Representative
John W. Mina
Printed Name

Sheriff of Orange County
Official Title
4.2.21
Date

APPROVED AS TO FORM AND LEGALITY
FOR THE RELIANCE OF THE SHERIFF
OF ORANGE COUNTY, FL, ONLY

Doody-Bul
3/29/21

Subrecipient Agreement – **Form 4**
Orange County, Florida and Orange County Sheriff's Office
FAIN: 2020-DJ-BX-0529
COUNTY CONTRACT NO.: Y21-215
Page 1 of 1

Form 5
Certification Regarding Lobbying

Please select one of the choices below.

- ☐ The Subaward does not exceed one hundred thousand dollars (\$100,000). Continue to the "Appendix."
- ☒ The Subaward does exceed one hundred thousand dollars (\$100,000) and therefore, the Subrecipient hereby executes the following *Certification Regarding Lobbying* as required by 31 USC § 1352:

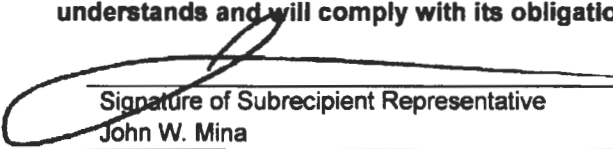
Part 1: Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies on behalf of the Subrecipient that:

- A. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Part 2: Statement for Loan Guarantees and Loan Insurance. The undersigned certifies on behalf of the Subrecipient that:

- A. If any funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- B. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to the binding authority granted to the undersigned, the Subrecipient hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.



Signature of Subrecipient Representative
John W. Mina

Printed Name

Sheriff of Orange County

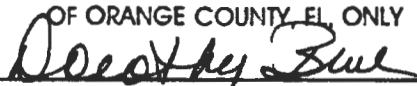
Official Title

Date

4-2-21

APPROVED AS TO FORM AND LEGALITY
FOR THE RELIANCE OF THE SHERIFF
OF ORANGE COUNTY, FL ONLY

DATE: 3/29/21



ATE: 3/29/21

Subrecipient Agreement – **Form 5**
Orange County, Florida and Orange County Sheriff's Office

FAIN: 2020-DJ-BX-0529
COUNTY CONTRACT NO.: Y21-215
Page 1 of 1

Appendix Coversheet

Please select one of the choices below.

- ☒ There is no Appendix to this Agreement.
- ☐ There is an Appendix to this Agreement which can be found attached to this **"Appendix Coversheet."**
It is as followed:

Appendix No.	Document Title

Attachment 1
Documentation of the County's Receipt of the Federal Award

**Please see the following pages marked "Attachment 1" for the Documentation of
the County's Receipt of the Federal Award.**



Attachment 1

Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 18, 2020

Mr. Byron Brooks
Orange County
201 South Rosalind Avenue, 5th Floor
Orlando, FL 32801-3325

Dear Mr. Brooks:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by Orange County for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts \$25,000 or More." The approved award amount is \$325,401. These funds are for the project entitled Orange County Commissioners Edward Byrne Memorial Justice Assistance Grant (JAG).

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should Orange County accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Tarasa Napolitano, Program Manager at (202) 598-7372; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl



Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 18, 2020

Mr. Byron Brooks
Orange County
201 South Rosalind Avenue, 5th Floor
Orlando, FL 32801-3325

Dear Mr. Brooks:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.


We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst


Attachment 1

 Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance		Grant		PAGE 1 OF 32																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Orange County 201 South Rosalind Avenue, 5th Floor Orlando, FL 32801-3325		4. AWARD NUMBER: 2020-DJ-BX-0529 5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2023 6. AWARD DATE 09/18/2020 7. ACTION Initial 8. SUPPLEMENT NUMBER 00 9. PREVIOUS AWARD AMOUNT \$ 0 10. AMOUNT OF THIS AWARD \$ 325,401 11. TOTAL AWARD \$ 325,401																		
2a. GRANTEE IRS/VENDOR NO 596000775 2b. GRANTEE DUNS NO. 064797251		3. PROJECT TITLE Orange County Commissioners Edward Byrne Memorial Justice Assistance Grant (JAG)																		
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 FY20(BJA - JAG State and JAG Local) Title I of Pub L No 90-351 (generally codified at 34 U.S.C 10101-10726), including subpart 1 of part E (codified at 34 U.S.C 10151 - 10158); see also 28 U.S.C 530C(a)																				
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16 738 - Edward Byrne Memorial Justice Assistance Grant Program																				
15. METHOD OF PAYMENT GPRS																				
AGENCY APPROVAL		GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Byron Brooks County Administrator																		
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		19A. DATE																
AGENCY USE ONLY																				
20. ACCOUNTING CLASSIFICATION CODES <table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT</th> <th>DIV. OFC</th> <th>REG</th> <th>SUB</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>325401</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT	DIV. OFC	REG	SUB	POMS	AMOUNT	X	B	DJ	80	00	00		325401	21. VDJUGT3018		
FISCAL YEAR	FUND CODE	BUD. ACT	DIV. OFC	REG	SUB	POMS	AMOUNT													
X	B	DJ	80	00	00		325401													

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

OJP FORM 4000/2 (REV 4-88)

Attachment 1

	Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance	AWARD CONTINUATION SHEET Grant	PAGE 2 OF 32
PROJECT NUMBER 2020-DJ-BX-0529 AWARD DATE 09/18/2020			
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>1. Requirements of the award; remedies for non-compliance or for materially false statements</p> <p>The conditions of this award are material requirements of the award. Compliance with any assurances or certifications 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.</p> <p>Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.</p> <p>By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.</p> <p>Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in 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. DOJ, including OJP, also may take other legal action as appropriate.</p> <p>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).</p> <p>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.</p>			

Attachment 1



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET Grant

PAGE 3 OF 32

PROJECT NUMBER 2020-DJ-BX-0529

AWARD DATE 09/18/2020

SPECIAL CONDITIONS

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 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 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 2020 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.

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 (that is, moved and renumbered) 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.


Attachment 1

 <p>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant</p>	<p>PAGE 4 OF 32</p>
<p>PROJECT NUMBER 2020-DJ-BX-0529 AWARD DATE 09/18/2020</p>		
<p><i>SPECIAL CONDITIONS</i></p>		
<p>5. Required training for Point of Contact and all Financial Points of Contact</p> <p>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, 2018, will satisfy this condition.</p> <p>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, 2018, will satisfy this condition.</p> <p>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.</p> <p>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.</p>		
<p>6. Requirements related to "de minimis" indirect cost rate</p> <p>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.</p>		
<p>7. Requirement to report potentially duplicative funding</p> <p>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.</p>		


Attachment 1

	Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance	AWARD CONTINUATION SHEET Grant	PAGE 5 OF 32
PROJECT NUMBER 2020-DJ-BX-0529 AWARD DATE 09/18/2020			
<i>SPECIAL CONDITIONS</i>			
8. Requirements related to System for Award Management and Universal Identifier Requirements			
<p>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.</p>			
<p>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.</p>			
<p>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.</p>			
<p>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).</p>			


Attachment 1

 <p>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant</p>	<p>PAGE 6 OF 32</p>
<p>PROJECT NUMBER 2020-DJ-BX-0529 AWARD DATE 09/18/2020</p>		
<p><i>SPECIAL CONDITIONS</i></p>		
<p>9. Employment eligibility verification for hiring under the award</p> <p>1. The recipient (and any subrecipient at any tier) must--</p> <p>A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).</p> <p>B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--</p> <p>(1) this award requirement for verification of employment eligibility, and</p> <p>(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.</p> <p>C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).</p> <p>D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.</p> <p>2. Monitoring</p> <p>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.</p> <p>3. Allowable costs</p> <p>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 designed to ensure compliance with this condition.</p> <p>4. Rules of construction</p> <p>A. Staff involved in the hiring process</p> <p>For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.</p> <p>B. Employment eligibility confirmation with E-Verify</p> <p>For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.</p> <p>C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.</p> <p>D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or</p>		


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<p>any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law</p>			
<p>E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).</p>			
<p>Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.</p>			
<p>Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.</p>			
<p>10. Requirement to report actual or imminent breach of personally identifiable information (PII)</p>			
<p>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.</p>			
<p>11. All subawards ("subgrants") must have specific federal authorization</p>			
<p>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").</p>			
<p>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.</p>			
<p>12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000</p>			
<p>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, \$250,000). 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).</p>			
<p>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 \$250,000)), and are incorporated by reference here.</p>			

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<p>SPECIAL CONDITIONS</p>			
<p>13. Unreasonable restrictions on competition under the award; association with federal government</p>			
<p>SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).</p>			
<p>1. No discrimination, in procurement transactions, against associates of the federal government</p>			
<p>Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.</p>			
<p>2. Monitoring</p>			
<p>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.</p>			
<p>3. Allowable costs</p>			
<p>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 designed to ensure compliance with this condition.</p>			
<p>4. Rules of construction</p>			
<p>A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.</p>			
<p>B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.</p>			

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<p><i>SPECIAL CONDITIONS</i></p>		
<p>14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)</p> <p>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.</p> <p>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.</p>		
<p>15. Determination of suitability to interact with participating minors</p> <p>SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.</p> <p>The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.</p> <p>The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.</p>		
<p>16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events</p> <p>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.</p> <p>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").</p>		
<p>17. Requirement for data on performance and effectiveness under the award</p> <p>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.</p>		
<p>18. OJP Training Guiding Principles</p> <p>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.</p>		

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19. 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.

20. 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.

21. 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.

22. 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."


23. 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 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.


Currently, 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, currently, 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 28 C.F.R. Part 38 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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<p><i>SPECIAL CONDITIONS</i></p>			
<p>24. Restrictions on "lobbying"</p>			
<p>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.)</p>			
<p>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.</p>			
<p>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.</p>			
<p>25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) 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 that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.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.</p>			
<p>26. Reporting potential fraud, waste, and abuse, and similar misconduct</p>			
<p>The recipient, and any subrecipients ("subgrantees") at any tier, 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.</p>			
<p>Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).</p>			
<p>Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.</p>			

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<p><i>SPECIAL CONDITIONS</i></p>			
<p>27. Restrictions and certifications regarding non-disclosure agreements and related matters</p>			
<p>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.</p>			
<p>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.</p>			
<p>1. In accepting this award, the recipient--</p>			
<p>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</p>			
<p>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.</p>			
<p>2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--</p>			
<p>a. it represents that--</p>			
<p>(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</p>			
<p>(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and</p>			
<p>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.</p>			

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28. 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.


29. 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.


30. 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.

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<p><i>SPECIAL CONDITIONS</i></p>			
<p>31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification</p>			
<p>1. If the recipient is a "State," a local government, or a "public" institution of higher education:</p>			
<p>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 wholly or partly with award funds is subject to any "information-communication restriction."</p>			
<p>B. Also, 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, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.</p>			
<p>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) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."</p>			
<p>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) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.</p>			
<p>2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition 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.</p>			
<p>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 ... information-communication restrictions; ongoing compliance" award condition.</p>			
<p>4. Rules of Construction</p>			
<p>A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.</p>			
<p>B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.</p>			

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<p><i>SPECIAL CONDITIONS</i></p>			
<p>32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification</p> <p>1. If the recipient is a "State," a local government, or a "public" institution of higher education:</p> <p>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."</p> <p>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, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.</p> <p>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) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."</p> <p>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) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.</p> <p>2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition 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.</p> <p>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 "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.</p> <p>4. Rules of Construction</p> <p>A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.</p> <p>B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.</p>			

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SPECIAL CONDITIONS

33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; 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 to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

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

3. 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.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not 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) "DHS" means the U.S. Department of Homeland Security.


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 award acceptance.


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<p><i>SPECIAL CONDITIONS</i></p>		
<p>34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance</p> <p>1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.</p> <p>2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.</p> <p>3. 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.</p> <p>4. Rules of Construction</p> <p>A. For purposes of this condition:</p> <p>(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.</p> <p>(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.")</p> <p>(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).</p> <p>(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.</p> <p>(5) "DHS" means the U.S. Department of Homeland Security.</p> <p>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.</p> <p>IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.</p>		


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<i>SPECIAL CONDITIONS</i>			
<p>35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information</p> <p>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).</p> <p>1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield</p> <p>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).</p> <p>2. Monitoring</p> <p>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.</p> <p>3. Allowable costs</p> <p>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.</p> <p>4. Rules of construction</p> <p>A. For purposes of this condition--</p> <p>(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));</p> <p>(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;</p> <p>(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and</p> <p>(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.</p> <p>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: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.</p>			


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SPECIAL CONDITIONS			
36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information			
SCOPE. This condition applies 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. No use of funds to interfere: 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 funds under this award may be used to make any public disclosure 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 "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.			


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<p><i>SPECIAL CONDITIONS</i></p>			
<p>37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release</p>			
<p>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 the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.</p>			
<p>1. Noninterference with "removal" process: Notice of scheduled release date and time</p>			
<p>Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.</p>			
<p>2. Monitoring</p>			
<p>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.</p>			
<p>3. Allowable costs</p>			
<p>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.</p>			
<p>4. Rules of construction</p>			
<p>A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.</p>			
<p>B. Applicability</p>			
<p>(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.</p>			
<p>(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.</p>			
<p>C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.</p>			

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<p><i>SPECIAL CONDITIONS</i></p>		
<p>38. No use of funds to interfere with federal law enforcement: Notice of scheduled release</p> <p>SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.</p> <p>1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time</p> <p>Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.</p> <p>2. Monitoring</p> <p>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.</p> <p>3. Allowable costs</p> <p>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.</p> <p>4. Rules of construction</p> <p>A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.</p> <p>B. Applicability</p> <p>(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.</p> <p>(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.</p> <p>C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.</p>		

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<p>SPECIAL CONDITIONS</p>			
<p>39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens</p>			
<p>SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).</p>			
<p>1. Noninterference with statutory law enforcement access to correctional facilities</p>			
<p>Consonant with federal law enforcement statutes and regulations—including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.—within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."</p>			
<p>2. Monitoring</p>			
<p>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.</p>			
<p>3. Allowable costs</p>			
<p>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.</p>			
<p>4. Rules of construction</p>			
<p>A. For purposes of this condition:</p>			
<p>(1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."</p>			
<p>(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).</p>			
<p>(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of-</p>			
<p>(a) conviction described in 8 USC 1227(a)(2), or</p>			
<p>(b) conduct described in 8 USC 1227(a)(4).</p>			
<p>(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)</p>			
<p>(5) The term "correctional facility" means what it means under 34 USC 10251(a)(7) as of January 1, 2020.</p>			
<p>(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that-</p>			
<p>(a) is designed to prevent or to significantly delay or complicate, or</p>			
<p>(b) has the effect of preventing or of significantly delaying or complicating.</p>			

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SPECIAL CONDITIONS

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


(8) A "public" institution of higher education is 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.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.


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 award acceptance.


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	<p>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</p>	<p>AWARD CONTINUATION SHEET Grant</p>	<p>PAGE 24 OF 32</p>
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<p>SPECIAL CONDITIONS</p>			
<p>40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens</p>			
<p>SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).</p>			
<p>1. No use of funds to interfere with statutory law enforcement access to correctional facilities</p>			
<p>Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."</p>			
<p>2. Monitoring</p>			
<p>The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.</p>			
<p>3. Allowable costs</p>			
<p>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.</p>			
<p>4. Rules of construction</p>			
<p>A. For purposes of this condition:</p>			
<p>(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."</p>			
<p>(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).</p>			
<p>(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—</p>			
<p>(a) conviction described in 8 USC 1227(a)(2), or</p>			
<p>(b) conduct described in 8 USC 1227(a)(4).</p>			
<p>(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)</p>			
<p>(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).</p>			
<p>(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—</p>			
<p>(a) is designed to prevent or to significantly delay or complicate, or</p>			


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<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>(b) has the effect of preventing or of significantly delaying or complicating.</p> <p>(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.</p> <p>(8) 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.")</p> <p>(9) "Program or activity" means what it means under 42 USC 2000d-4a.</p> <p>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.</p> <p>IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.</p> <p>41. Requirement to collect certain information from subrecipients</p> <p>Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.</p> <p>42. Cooperating with OJP Monitoring</p> <p>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).</p>		


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	<p>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</p>	<p>AWARD CONTINUATION SHEET Grant</p>	<p>PAGE 26 OF 32</p>
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<p><i>SPECIAL CONDITIONS</i></p>			
<p>43. FFATA reporting: Subawards and executive compensation</p>			
<p>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.</p>			
<p>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).</p>			
<p>44. Required monitoring of subawards</p>			
<p>The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.</p>			
<p>45. Use of program income</p>			
<p>Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.</p>			
<p>46. Justice Information Sharing</p>			
<p>Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.</p>			
<p>47. Avoidance of duplication of networks</p>			
<p>To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.</p>			
<p>48. Compliance with 28 C.F.R. Part 23</p>			
<p>With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.</p>			


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 <p>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</p>	<p>AWARD CONTINUATION SHEET</p> <p>Grant</p>	<p>PAGE 27 OF 32</p>
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<p><i>SPECIAL CONDITIONS</i></p>		
<p>49. Protection of human research subjects</p> <p>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.</p>		
<p>50. Confidentiality of data</p> <p>The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 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.</p>		
<p>51. Verification and updating of recipient contact information</p> <p>The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.</p>		
<p>52. Law enforcement task forces - required training</p> <p>Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.</p> <p>The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.</p> <p>Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).</p>		
<p>53. Justification of consultant rate</p> <p>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.</p>		


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<p>PROJECT NUMBER 2020-DJ-BX-0529 AWARD DATE 09/18/2020</p>		
<p style="text-align: center;"><i>SPECIAL CONDITIONS</i></p> <p>54. Submission of eligible records relevant to the National Instant Background Check System</p> <p>Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".</p> <p>In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.</p>		

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<p><i>SPECIAL CONDITIONS</i></p>			
<p>55. Compliance with National Environmental Policy Act and related statutes</p>			
<p>Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.</p>			
<p>The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:</p>			
<ul style="list-style-type: none"> a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. 			
<p>The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.</p>			
<p>Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.</p>			
<p>56. Establishment of trust fund</p>			
<p>If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.</p>			

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<i>SPECIAL CONDITIONS</i>			
<p>57. Prohibition on use of award funds for match under BVP program</p> <p style="margin-left: 40px;">JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.</p>			
<p>58. Certification of body armor "mandatory wear" policies</p> <p style="margin-left: 40px;">If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.</p>			
<p>59. Body armor - compliance with NIJ standards and other requirements</p> <p style="margin-left: 40px;">Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx.</p>			
<p>60. Body armor - impact on eligibility for other program funds</p> <p style="margin-left: 40px;">The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).</p>			
<p>61. Reporting requirements</p> <p style="margin-left: 40px;">The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (https://bjapmt.ojp.gov/). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.</p>			
<p>62. Required data on law enforcement agency training</p> <p style="margin-left: 40px;">Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.</p>			

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Department of Justice (DOJ)
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SPECIAL CONDITIONS

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.


No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https:// www.bja.gov/ profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https:// www.bja.gov/ SuccessStoryList.aspx>.

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<i>SPECIAL CONDITIONS</i>			
67. Withholding of funds: Budget narrative or information			
The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.			
68. Withholding of funds: NIBRS set-aside			
The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, a budget that clearly dedicates at least 3 percent of the total amount of the award to NIBRS compliance activities or documentation showing that the recipient has been certified as NIBRS compliant, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.			

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Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Orange County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.


The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

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 <p>Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance</p>	<p>GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY</p> <p>Grant</p>	
	<p>PROJECT NUMBER 2020-DJ-BX-0529</p>	<p>PAGE 1 OF 1</p>
<p>This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)</p>		
<p>1. STAFF CONTACT (Name & telephone number)</p> <p>Tarasa Napolitano (202) 598-7372</p>	<p>2. PROJECT DIRECTOR (Name, address & telephone number)</p> <p>Thomas Hall Director, Drug-Free Office 109 E. Church Street Orlando, FL 32801-3325 (407) 836-7335</p>	
<p>3a. TITLE OF THE PROGRAM</p> <p>JAG Local: Eligible Allocation Amounts \$25,000 or More</p>		<p>3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)</p>
<p>4. TITLE OF PROJECT</p> <p>Orange County Commissioners Edward Byrne Memorial Justice Assistance Grant (JAG)</p>		
<p>5. NAME & ADDRESS OF GRANTEE</p> <p>Orange County 201 South Rosalind Avenue, 5th Floor Orlando, FL 32801-3325</p>	<p>6. NAME & ADDRESS OF SUBGRANTEE</p>	
<p>7. PROGRAM PERIOD</p> <p>FROM: 10/01/2019 TO: 09/30/2023</p>	<p>8. BUDGET PERIOD</p> <p>FROM: 10/01/2019 TO: 09/30/2023</p>	
<p>9. AMOUNT OF AWARD</p> <p>\$ 325,401</p>	<p>10. DATE OF AWARD</p> <p>09/18/2020</p>	
<p>11. SECOND YEAR'S BUDGET</p>	<p>12. SECOND YEAR'S BUDGET AMOUNT</p>	
<p>13. THIRD YEAR'S BUDGET PERIOD</p>	<p>14. THIRD YEAR'S BUDGET AMOUNT</p>	
<p>15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)</p> <p>The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.</p> <p>This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information</p>		

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sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety

NCA/NCF