



7860 E. McClain Dr., Suite 2 * Scottsdale, AZ * 85260-1627 * USA * (480) 991-0797 * Fax (480) 991-0791

Date : September 13, 2001
To : Chief Fred Fernez
Company : Indian Harbour Beach Police Dept
Fax Number : 1-321-777-4359
From : Stephen Tuttle (steve@TASER.com)
Direct Line: 480-905-2006
Subject : Grant info

Dear Chief Fernez,

We are getting many requests on how ADVANCED TASERs. Specifically, one of Arizona's largest departments, Mesa Police Dept's Sgt. Kelvin Smith, has requested any info on how grants were obtained, written and justified. If you can, could you please forward me any information as your department was a recipient of a grant to obtain its ADVANCED TASERs or send me the name of the contact of who handled the grant?

If you have any info, can you email, fax or mail me the info?

Please feel free to contact me at 800-978-2737 ext. 2006, fax 480-991-0791 or email me at steve@TASER.com with any questions.

Sincerely,

Handwritten signature of Stephen D. Tuttle

Stephen D. Tuttle
Director of Government & Law Enforcement Affairs

SAMPLE OF
SUCCESSFUL
BLOCK GRANT

As per your request to

Fernandez

Handwritten signature of Fred Fernez



INDIAN HARBOUR BEACH
POLICE
DEPARTMENT

Fred Fernez
Chief of Police

10 Cheyenne Court
Indian Harbour Beach, FL 32907
(407) 773 3030

Mailed 1 original
Copy attention Clayton Wicks
4-24-01

This is our ^{P.D.} file copy

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
1819 Miccosukee Commons

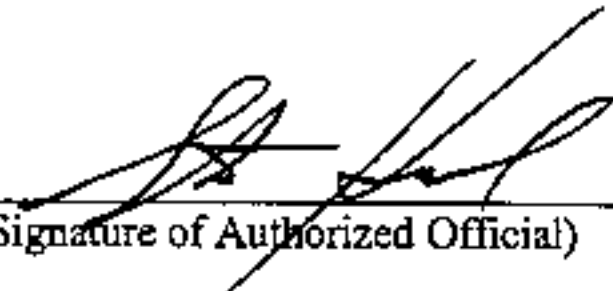
**CERTIFICATION OF ACCEPTANCE/
REQUEST FOR PAYMENT OF SUBGRANT AWARD**

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 01-CJ-2E-06-15-02-021, in the amount of \$2,911, for a project entitled:

Utilization of Non-Lethal Weapons

for the period of 05/01/2001 through 10/31/2001, in accordance with the Project Budget Schedule and Project Budget Narrative contained in the subgrant application, and subject to the Florida Department of Law Enforcement Conditions of Agreement and any special conditions governing this subgrant.

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



(Signature of Authorized Official)

4/24/01

(Date of Acceptance)

Steve Hand, Mayor

(Typed Name and Title of Official)



Florida Department of
Law Enforcement

Office of Criminal Justice Grants

Mailing Address:
Office of Criminal Justice Grants
Florida Department of Law Enforcement
1819 Miccosukee Commons
Tallahassee, Florida 32308
(850) 410-8700

James T. "Tim" Moore
Commissioner

April 18, 2001

The Honorable Steve Hand
Mayor of Indian Harbour Beach
2055 South Patrick Drive
Indian Harbour Beach, Florida 32937

Re: 01-CJ-2E-06-15-02-021/Utilization of Non-Lethal Weapons

Dear Mayor Hand:

The Florida Department of Law Enforcement is pleased to award a Local Law Enforcement Block grant in the amount of \$2,911 to your unit of government. These funds shall be utilized for the purpose of reducing crime and improving public safety.

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

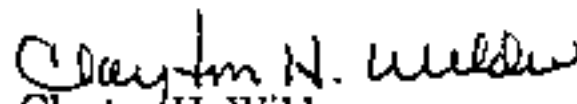
Your attention is directed to Section F of the subgrant which is the "Acceptance and Agreement." These conditions should be reviewed carefully by those persons responsible for project administration to avoid delays in project completion and cost reimbursements.

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

The Honorable Steve Hand
Page Two

We look forward to working with you on this project. If we can be of further assistance, please contact Mary Mills at 850/410-8700.

Sincerely,


Clayton H. Wilder
Community Program Administrator

CHW/MM/dw

Enclosures

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
1819 Miccosukee Commons

SUBGRANT AWARD CERTIFICATE

Subgrantee: **City of Indian Harbour Beach**

Date of Award: April 18, 2001

Grant Period: From: 05/01/2001 To: 10/31/2001

Project Title: **Utilization of Non-Lethal Weapons**

Grant Number: **01-CJ-2E-06-15-02-021**

Federal Funds: **\$2,911.00**

BGMTF Funds:

State Agency Match:

Local Agency Match: **\$510.57**

Total Project Cost: **\$3,421.57**

Program Area: **002**

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

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

SUBGRANT AWARD CERTIFICATE (CONTINUED):

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

Clayton H. Wilder
Authorized Official
Clayton H. Wilder
Community Program Administrator

4-18-01
Date

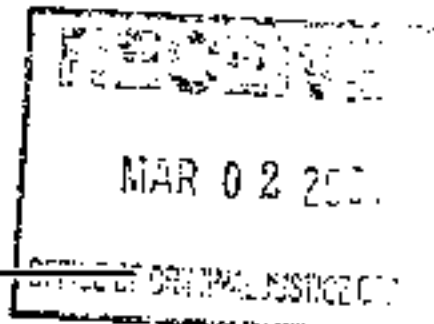
Local Law Enforcement Block Grants Program

Florida Department of Law Enforcement

FDLE Contract Number: 2001-CJ-2E-06-15-02-021

Federal CFDA Number 16.592

County Name Brevard



A. Names & Addresses

1. **Subgrant Recipient.** City of Indian Harbour Beach

Name of Chief Elected Official: Steve Hand
Title: Mayor

Address: 2055 South Patrick Drive, Indian Harbour Beach, Fl

Zip Code: 32937

Area Code and Telephone Number: () 321 773-3181

SUNCOM Number:

Area Code and Fax Phone Number: () 321 773-5080

2. **Chief Financial Officer.** Richard Anderson

Name of Chief Financial Officer: Richard Anderson

Title: Comptroller

Address: 2055 South Patrick Drive, Indian Harbour Beach, Fl

Zip Code: 32937

Area Code and Telephone Number: () 321 773-3181

SUNCOM Number:

Area Code and Fax Phone Number: () 321 773-5080

3. **Implementing Agency.** City of Indian Harbour Beach Police Department
(Government Agency Responsible for Project)

Name of Chief Executive Official: Jacqueline R. Burns

Title: City Manager

Address: 2055 South Patrick Drive, Indian Harbour Beach, Fl

Zip Code: 32937

Area Code and Telephone Number: () 321 773-3181

SUNCOM Number:

Area Code and Fax Phone Number: () 321 773-5080

4. **Project Director.** Fred Fernez
(Employee of Governmental Implementing Agency)

Name of Project Director: Fred Fernez

Title: Chief of Police

Mailing Address: 40 Cheyenne Court

Street Address: Indian Harbour Beach, Fl

Zip Code: 32937

Area Code and Telephone Number: () 321 773-3030

SUNCOM Number:

Area Code and Fax Phone Number: () 321 773-5080

E-Mail Address:

Local Law Enforcement Block Grants Program

Florida Department of Law Enforcement

B. Administrative Data

1. Project Title (Not to exceed 36 characters, including spaces.)

Utilization of Non-Lethal Weapons

2. Project Period.

Period	Month	Day	Year
Beginning	May	1	2001
Ending	October	31	2001

C. Fiscal Data

1. A warrant for the lump sum grant award will be sent directly to the Chief Financial Officer identified by the recipient in Section A.2. Unless otherwise stated.
2. Vendor # (Enter Federal Employer Identification Number of Subgrantee):
59-0994561
3. SAMAS # (Enter if you are a state agency):

D. Program Purpose Areas and Project Budget Schedule

Local Law Enforcement Block Grants Program funds may be used for one or more of the Program Purpose Areas below which supports drug demand reduction and eradication programs. In the Project Budget Schedule that follows, indicate the Program Purpose Areas you plan to implement by specifying the dollar amounts required to fund each activity. Local Match must be cash and must represent no less than ten (10) percent of the project's cost. All or any portion of funds allocated under this title may be used to contract with private, nonprofit entities or community-based organizations to carry out the purposes of this Program.

PROGRAM PURPOSE AREA 1

Law Enforcement Support for:

- A. Hiring, training, and employing on a continuing basis, new additional law enforcement officers and necessary support personnel (if funds are used to hire law enforcement officers, there must be a net gain over the unit of local government's current appropriated budget, in the number of law enforcement officers who perform non-administrative public safety service) in order to reduce illegal drugs in Florida.

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- B. Paying overtime to presently employed law enforcement officers and necessary support personnel for the purpose of increasing the number of hours worked by such personnel to reduce illegal drugs in Florida.
- C. Procuring equipment, technology, and other material directly related to basic law enforcement functions) which will assist in reducing illegal drugs in Florida.

PROGRAM PURPOSE AREA 2

Enhancing security measures in and around schools, and in and around any other facility or location that the unit of local government considers a special risk for incidents of crime so as to reduce illegal drugs in Florida.

PROGRAM PURPOSE AREA 3

Establishing or supporting drug courts. To be eligible for funding, a drug court program must include the following:

- 1. Continuing judicial supervision over offenders with substance abuse problems, but who are not violent offenders;
- 2. Integrating administration of other sanctions and services, which shall include:
 - a. mandatory periodic testing of each participant for the use of controlled substances or other addictive substances during any period of supervised release or probation;
 - b. substance abuse treatment for each participant; probation or other supervised release involving the prosecution;
 - c. confinement, or incarceration because of noncompliance with program requirements or failure to show satisfactory progress; and
 - d. programmatic, offender management and aftercare services such as relapse prevention, vocational job training, and job and housing placement.

PROGRAM PURPOSE AREA 4

Enhancing the adjudication of cases involving violent offenders, including cases involving violent juvenile offenders. For the purposes of this program, violent offender means a person charged with committing a Part I violent crime under the Uniform Crime Reports.

PROGRAM PURPOSE AREA 5

Establishing a multi-jurisdictional task force, particularly in rural areas, composed of law enforcement officials representing units of local government. This task force will work with federal law enforcement officials to prevent and control crime in order to reduce illegal drugs statewide.

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PROGRAM PURPOSE AREA 6

Establishing crime prevention programs involving cooperation between community residents and law enforcement personnel to control, detect, or investigate crime or the prosecution of criminals as it relates to illegal drug reduction in Florida.

PROGRAM PURPOSE AREA 7

Defraying the cost of indemnification insurance for law enforcement officers.

Ineligible Use of Funds. The following items may not be purchased, leased, rented or acquired with funds provided under the Local Law Enforcement Block Grants Program:

- | | |
|--|----------------|
| 1. Tanks or armored vehicles | 5. Yachts |
| 2. Fixed-wing aircraft | 6. Real Estate |
| 3. Limousines | 7. Consultants |
| 4. Vehicles not primarily used for law enforcement | |

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E. Grant Purpose and Description:

Based on the Program Purpose Areas selected in Section II, D, briefly describe how the LLEBG subgrant funding will impact upon the reduction and eradication of illegal drugs in Florida.

(Limit: One page per Program Purpose Area).

Program Purpose Area 2

The Taser Non-Lethal Weapon will be utilized in a multitude of operational formats. One of its major uses will be its utilization as part of our drug undercover officer's tools in combating dealers of drugs in our City. The non-lethal weapon would not only protect our officers against violent resistance from drug dealers (and uncontrolled addicts as well), but also serve to incapacitate the suspect dealer without injury and hopefully serve as a deterrent not to engage in the illegal activity as well.

During the last several months we have actively surveilled a number of residences in our City and effectively drawn and served search warrants to close the obvious sale and distribution of drugs; not only to adults, but to juveniles as well. To assist us in conducting this operation in safety, ie: that is without the use of lethal firearms, the taser weapon would be a significant safety factor for all concerned.

The location of these targets make them a special risk for incidents of crime and exposure of children to the trafficking of drugs. We sincerely believe that any measures that assist us in achieving the goal of reducing the influx of drugs in our community is worthwhile. Hopefully, the use of new technology by Law Enforcement in our fight against drug use will also serve to have a psychological impact on the criminal element in terms of knowing how much more effective our search and arrest techniques have progressed.

Our local government recognizes the fact that the location of drug dealing persons in our residential areas pose a special risk to our residents and any assistance in reducing this risk should be adopted.

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F. Project Budget Schedule

PROJECT BUDGET SCHEDULE			
<i>(Type or Print Dollar Amounts in Applicable Categories and Leave Others Blank.)</i>			
<i>Program Purpose Area/ Budget Category</i>	<i>Federal Funding</i>	<i>Local Government Cash Match</i>	<i>Total</i>
1.a. Salaries and Benefits			
Indirect Costs			
1.b. Salaries and Benefits			
Contractual Services			
Indirect Costs			
1.c. Expenses			
Operating Capital Outlay	2,911.00	510.57	3,421.57
Indirect Costs			
2. Salaries and Benefits			
Contractual Services			
Expenses			
Operating Capital Outlay			
Indirect Costs			
3. Salaries and Benefits			
Contractual Services			
Expenses			
Operating Capital Outlay			
Indirect Costs			

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<i>Program Purpose Area/ Budget Category</i>	<i>Federal Funding</i>	<i>Local Government Cash Match</i>	<i>Total</i>
4. Salaries and Benefits			
Contractual Services			
Expenses			
Operating Capital Outlay			
Indirect Costs			
5. Salaries and Benefits			
Contractual Services			
Expenses			
Operating Capital Outlay			
Indirect Costs			
6. Salaries and Benefits			
Contractual Services			
Expenses			
Operating Capital Outlay			
Indirect Costs			
7. Expenses			
Indirect Costs			

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PROJECT BUDGET SCHEDULE SUMMARY <i>(Totals For All Program Purpose Areas)</i>			
<i>Budget Category</i>	<i>Federal Funding</i>	<i>Local Government Cash Match</i>	<i>Total</i>
Salaries and Benefits			
Contractual Services			
Expenses			
Operating Capital Outlay	2,911.00	510.57	3,421.57
Indirect Costs			
Totals	2,911.00	510.57	3,421.57

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G. Project Budget Narrative

You must describe line items for *each* applicable Budget Category for which you are requesting subgrant funding. Provide sufficient detail to show cost relationships to project activities. In addition, describe your specific sources of matching funds. [Source of match must be cash and represent no less than ten (10) percent of the project's cost.]

Start below and use continuation pages as necessary.

Line item 1-C: Request \$2,911.00 for the purchase of three Advanced Taser Non -Lethal Weapons, holster, and cartridges.

Law Enforcement agencies throughout the country are adopting weapons designed as non-lethal in nature to assist in subduing violent persons without inflicting grievous harm to the individuals and additionally providing for the safety of their officers as well.

Of special note is the recognition that drug dealers and drug addicts can be violent in nature. The utilization of taser weapons in apprehending these offenders, whether in undercover operations or the serving of search warrants, without injury to anyone is always a worthwhile goal. In addition the psychological impact on these violators, knowing the progression of our technology may also serve as a deterrent when exposed to its actual implementation.

Our present drug enforcement activity in our local residential areas pose a special risk to our citizens and most specifically our children. Any assistance in these efforts to eliminate these problems should be initiated.

The local match will come from the City's General Revenue Fund.

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H. Acceptance and Agreement

All persons involved in or having administrative responsibility for the subgrant must read these "Acceptance and Agreement" conditions. This "Acceptance and Agreement" (Section H) must be returned as part of the completed application.

Note Condition No. 14: Only project costs incurred on or after the effective date of this agreement and on or prior to the termination date of a recipient's project are eligible for funding under this subgrant.

Conditions of Agreement. Upon approval of this subgrant, the approved application and the conditions outlined below will become binding. Non-compliance will result in project costs being disallowed.

Definitions.

The term "Department", unless otherwise stated, refers to the Florida Department of Law Enforcement.

The term "Subgrant Recipient" refers to the governing body of a city or a county or an indian tribe which performs criminal justice functions as determined by the U.S. Secretary of the Interior, and includes an "Implementing Agency" which is a subordinate agency of a city, county or indian tribe, or an agency under the direction of an elected official (for example, Sheriff or Clerk of the Court).

1. Reports

a. Financial Reports:

The recipient shall submit Quarterly Project Expenditure Reports (Form LLEBGP-001) to the Department by February 1, May 1, August 1, and November 1 covering subgrant project expenditures during the previous quarter. (See Paragraph 18. Project Expenditures.) A final Project Expenditure Report and a Criminal Justice Contract (Financial) Closeout Package (Form LLEBGP-003) shall be submitted to the Department within forty-five (45) days of the subgrant termination period. Such claim shall be distinctly identified as "final."

b. Other Reports:

The recipient shall report to the Uniform Crime Report and the Statewide Drug Intelligence Database and other reports as may be reasonably required by the Florida Department of Law Enforcement.

2. Lump Sum Payment and Establishment of Trust

The Department shall award program funds to the recipient in one, lump sum payment. The recipient must establish an interest-bearing trust fund to deposit program funds. The term "trust fund" is defined as an interest-bearing account that is specifically designated for this

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program. Only allowable program expenses can be paid from this account. This fund may not be utilized to pay debts incurred by other activities beyond the scope of the program. To be in compliance with the trust fund requirement, a recipient's account must include the following four features:

- a. The account must earn interest;
- b. The recipient must be able to account for the federal award amount;
- c. The recipient must be able to account for the local match amount; and
- d. The recipient must be able to account for the interest earned.

If these requirements can be met within the recipient's current financial management system, there is no need to establish a separate account.

3. Fiscal Control and Fund Accounting Procedures

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

All expenditures and cost accounting of funds shall conform to the Office of Justice Programs' *Financial Guide (as amended)*, the U.S. Department of Justice's *Common Rule for State and Local Governments*, and the federal Office of Management and Budget's (OMB's) *Circulars A-21, A-87, and A-110*, in their entirety.)

All funds not spent according to this agreement shall be subject to repayment by the recipient.

4. Allowable Costs

Allowance for costs incurred under the subgrant shall be determined according to "General Principles of Allowability and Standards for Selected Cost Items" set forth in the Office of Justice Programs' *Financial Guide (as amended)*, the U.S. Department of Justice's *Common Rule for State And Local Governments* and federal OMB's *Circular No. A-87, "Cost Principles for State and Local Governments"*, or OMB's *Circular No. A-21, "Cost Principles for Educational Institutions"*.

All procedures employed in the use of federal funds to procure services, supplies or equipment, shall be according to U.S. Department of Justice's *Common Rule for State and Local Governments*, or Attachment "O" of OMB's *Circular No. A-110* and Florida Law to be eligible for funding under this subgrant.

5. Travel

All expenses for travel out-of-state or out-of-grant-specified work area shall be based upon written approval of the Department prior to commencement of actual travel.

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The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in *Section 112.061, Florida Statutes*.

All bills for any travel expenses shall be submitted according to provisions in *Section 112.061, Florida Statutes*.

6. Modification of Contract; Repayments

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Florida Department of Law Enforcement", and mailed directly to the Department at the following address:

**Florida Department of Law Enforcement
Office of Criminal Justice Grants
1819 Miccosukee Commons
Tallahassee, Florida 32308**

7. Written Approval of Changes in this Approved Agreement

Recipients shall obtain written approval from the Department for major changes to this agreement. Major changes include, but are *not* limited to:

a. Changes in project activities, designs or research plans set forth in the approved agreement;

b. Budget deviations that do *not* meet the following criteria:

That is, a Subgrant Recipient may transfer funds between approved budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total award amount and the transfer is made to an already approved budget line item.

c. Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Department.

d. Under no circumstances can transfers of funds increase the total budgeted award.

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Transfers do not allow for increasing the quantitative number of items documented in any approved budget line item. (For example, equipment items in Operating Capital Outlay or Expense categories or staff positions in the Salaries and Benefits category.)

Under no circumstances can transfers of funds increase the total budgeted award.

8. Reimbursement Subject to Available Funds

The obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal Local Law Enforcement Block Grant funds.

9. Commencement of Project

If a project has not begun within *sixty (60) days* after acceptance of the subgrant award, the recipient shall send a letter to the Department requesting approval of a new project starting date. The letter must outline steps to initiate the project, explain reasons for delay, and specify an anticipated project starting date.

If a project has not begun within *ninety (90) days* after acceptance of the subgrant award, the recipient shall send another letter to the Department, again explaining reasons for delay and requesting approval of a revised project starting date.

Upon receipt of the *ninety (90) day* letter, the Department shall determine if the reasons for delay are justified or shall, at its discretion, unilaterally terminate this agreement and deobligate subgrant funds to other projects approved by the Department. If warranted by extenuating circumstances, the Department may extend the starting date of the project beyond the *ninety (90) day* period, but only by a *formal written amendment* to this agreement.

10. Excusable Delays

Except with respect to defaults of consultants, the recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the recipient. Such causes include but are not limited to acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform shall be beyond the control and without the fault or negligence of the recipient.

If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of the recipient and the consultant, and without fault or negligence of either of them, the recipient shall not be deemed in default, *unless*:

- a. Supplies or services to be furnished by the consultant were obtainable from other sources;

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- b. The Department ordered the recipient in writing to procure such supplies or services from other sources; and
- c. The recipient failed to reasonably comply with such order.

Upon request of the recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

11. Obligation of Recipient Funds

Recipient funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the grant period. **Only project costs incurred on or after the effective date and on or prior to the termination date of the recipient's project are eligible for funding under this subgrant.** A cost is incurred when the recipient's employee or consultant performs required services, or when the recipient receives goods, notwithstanding the date of order.

Subject to the above requirements, Project Generated Income may be used by the recipient for Program Purpose Area activities.

12. Performance of Agreement Provisions

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

13. Access To Records

The Florida Department of Law Enforcement; the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance; and the Auditor General of the State of Florida; the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient, implementing agency and contractors for the purpose of audit and examination according to the Office of Justice Programs' *Financial Guide (as amended)*, the U.S. Department of Justice's *Common Rule for State and Local Government*.

The Department reserves the right to unilaterally terminate this agreement if the recipient, implementing agency or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and made or received by the recipient or its contractor in conjunction with this agreement.

14. Audit

- a. The recipient shall provide to the Department one copy of an annual audit conducted in

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compliance with *The Single Audit Act of 1984, Public Law 98-502*. The audit shall be performed in accordance with the federal OMB's *Circular A-133* and other applicable federal law. The contract for this agreement shall be identified with the subject audit in *The Schedule of Federal Financial Assistance*. The contract shall be identified as federal funds passed-through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit which meets the requirements of *Sections 11.45 and 215.97, Florida Statutes*; and, *Chapters 10.550 and 10.600, Rules of the Florida Auditor General*.

- b. A complete audit report which covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than seven (7) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to *all* findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the recipient.
- c. The recipient shall have all audits completed by an independent public accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.
- f. If this agreement is closed out without an audit, the Department reserves the right to recover any *disallowed costs* identified in an audit completed after such closeout.
- g. The completed audit reports should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
1819 Miccosukee Commons
Tallahassee, Florida 32308

15. Project Expenditures

All recipient expenditures shall be identified on Form LLEBGP-001 (*Project Expenditure Report*), prescribed and provided by the Department. *Project Expenditure Reports* shall be submitted to the Department on a quarterly basis, as specified in Section F., Paragraph 1.a.

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All claims for funding shall be submitted in sufficient detail for proper pre-audit and post-audit.

All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

16. Retention of Records

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

17. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs' *Financial Guide (as amended)*, the U.S. Department of Justice's *Common Rule for State and Local Government* or the federal OMB's *Circular A-110, Attachment N, Paragraph Eight (8)*.

18. Property Accountability

The recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or request Department disposition.

The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs' *Financial Guide (as amended)*, the U.S. Department of Justice's *Common Rule for State and Local Government* or the federal OMB's *Circular A-110, Attachment N*. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

19. Disputes and Appeals

The Department shall make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision.

If the recipient appeals the Department's decision, it shall be submitted in writing to the Department's agency clerk within *twenty-one (21) calendar days of receipt of notification*. The recipient's right to appeal the Department's decision is contained in *Chapter 120, Florida Statutes*, and in procedures set forth in *Chapters 28-5 and 9-5, Florida Administrative Code*. Failure to appeal within this time frame constitutes a waiver of proceedings under *Chapter 120, Florida Statutes*.

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20. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, representatives of the Department and/or the U.S. Department of Justice's Bureau of Justice Assistance have the privilege of visiting the project site to monitor, inspect and assess work performed under this agreement.

21. Publication or Printing of Reports

- a. Before publication or printing, a final draft of any report required under or pertaining to this agreement shall be sent to the Department for its review and comment.
- b. Publications or printed reports covered under paragraph a. above shall include the following statements on the cover page:
 - i. "This report was prepared for the Florida Department of Law Enforcement, in cooperation with the U.S. Department of Justice, Bureau of Justice Assistance." The next printed line shall identify the month and year the report was published.
 - ii. "This program was supported by grant # 2001-LB-BX-0153 awarded to the Florida Department of Law Enforcement, State of Florida, and by the Bureau of Justice Assistance (BJA), Office of Justice Programs (OJP), U.S. Department of Justice. The BJA is a component of OJP which also includes the Bureau of Justice Statistics, National Institute of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime."
 - iii. "Points of view, opinions, and conclusions expressed in this report are those of the recipient and do not necessarily represent the official position or policies of the State of Florida Department of Law Enforcement, the U.S. Department of Justice, Office of Justice Programs, or any other agency of the state or federal government".

22. Equal Employment Opportunity (EEO)

All recipients are required to comply with nondiscrimination requirements contained in various federal laws. Specifically, the statute that governs programs or activities funded by the *Office of Justice Programs (OJP) (Section 809(c), Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d*, prohibits such discrimination, as follows:

No person in any State shall on the grounds of race, color, religion, national origin, sex [or disability]* be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available under this title.

**Section 504 of the Rehabilitation Act of 1973 prohibits identical discrimination on the basis of disability.*

The recipient acknowledges, by completing and signing the attached EEO Certification Letter (Appendices I), that failure to submit an acceptable Equal Employment Opportunity

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Plan approved by the Office for Civil Rights (if recipient is required to submit one pursuant to 28 CFR 42.302), is a violation of its certified assurances and may result in suspension of funding obligation authority. Submission of this certification letter is a prerequisite to entering into this agreement. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have 120 days after the date of this agreement to comply with the Act or face loss of federal funds subject to the sanctions in the *Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and CFR Section 42.207 Compliance Information.)*

If any court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, gender, disability or age against a recipient of funds, the recipient must agree to forward a copy of the findings to the OJP Office for Civil Rights.

23. Americans with Disabilities Act 1990

Subgrantees must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law (P.L.) 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

24. Criminal Intelligence System

The purpose of the federal regulation published in 28 CFR Part 23 - *Criminal Intelligence Systems Operating Policies* is to assure that recipients of federal funds for the principal purpose of operating a criminal intelligence system under the *Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq., as amended (Pub. L. 90-351, as amended by Pub. L. 93-83, Pub. L. 93-415, Pub. L. 94-430, Pub. L. 94-503, Pub. L. 95-115, and Pub.L. 96-157)*, use those funds in conformance with the privacy and constitutional rights of individuals.

The recipient and a criminal justice agency that is the implementing agency agree to certify that they operate a criminal intelligence system in accordance with *Sections 802(a) and 818(c) of the Omnibus Crime Control and Safe Streets Act of 1968* as amended and comply with criteria as set forth in 28 CFR Part 23 - *Criminal Intelligence Systems Operating Policies* and in the Bureau of Justice Assistance's *Formula Grant Program Guidance*. Submission of this certification is a prerequisite to entering into this agreement.

This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the recipient or criminal justice agency operates a criminal intelligence system and *does not* meet Act and federal regulation criteria, they must indicate when they plan to come into compliance. Federal law requires a subgrant funded criminal intelligence system project to be in compliance with the Act and federal regulation *prior to* the award of federal funds. The recipient is responsible for the continued adherence to the regulation governing the operation of the system or faces the loss of federal funds. The Department's approval of the recipient agreement does *not* constitute approval of the subgrant funded development or operation of a criminal intelligence system.

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25. Non-Procurement, Debarment and Suspension

The recipient agrees to comply with *Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant's Responsibilities)*. These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

26. Payment Contingent on Appropriation

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature.

27. Federal Restrictions on Lobbying

The recipient agrees to comply with *Section 319 of P.L. 101-121* set forth in "*New Restrictions on Lobbying; Interim Final Rule*," published in the February 26, 1990, *Federal Register*.

Each person shall file the most current edition of this Certification And Disclosure Form, if applicable, with each submission that initiates agency consideration of such person for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by *Section 1352, Title 31, United States Code*. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

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- b. If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with *this* federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.
- c. The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all Subgrant Recipients shall certify and disclose accordingly.

28. State Restrictions on Lobbying

In addition to the provisions contained in Paragraph 30 of Section H, Acceptance and Agreement, the expenditure of funds for the purpose of lobbying the state Legislature or a state agency is prohibited under this contract.

29. Statement of Federal Funding Percentage and Dollar Amount

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal funds, all grantees and recipients receiving these federal funds, including but not limited to state and local governments, shall clearly state:

- a. The percentage of the total cost of the program or project that shall be financed with federal funds, and
- b. The dollar amount of federal funds to be expended on the project or program.

30. Project Closeout

Project funds which have been properly obligated by the end of the subgrant funding period will have 45 days in which to be liquidated (expended). Any funds *not* liquidated at the end of the 45-day period will lapse and revert to the Department. A subgrant funded project will *not* be closed out until the recipient has satisfied *all* closeout requirements in *one final* subgrant closeout package. A check for the full amount of any unexpended funds must accompany the closeout package.

31. Background Check

It is strongly recommended that all programs targeting juveniles, implemented by other than a sworn law enforcement officer or program licensed by the Department of Children and Family Services, conduct background checks on all personnel providing direct services.

32. Eligibility for Employment in the United States

The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)]. The Department shall consider the employment by

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any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

33. Employment Preference for Former Members of the Armed Forces

Recipients shall give suitable preference in the employment of persons as additional law enforcement officers or support personnel to members of the Armed Forces who were separated or retired involuntarily due to the reductions in the Department of Defense.

EEO Certification Letter - Subgrant Recipient

Mr. Clayton H. Wilder
Community Program Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
1819 Miccosukee Commons
Tallahassee, Florida 32308

Re: Compliance with Equal Employment Opportunity (EEO) Program
Requirements - Subgrant Recipient

Dear Mr. Wilder:

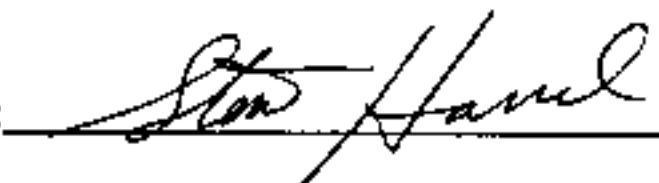
I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that I have read the Act criteria set forth in the Subgrant Application Package and Instructions. I understand that if the subgrant recipient meets these criterion, it must formulate, implement and maintain a written EEO Program relating to employment practices affecting minority persons and women. I also affirm that the subgrant recipient (Initial one of the following):

- Does meet Act Criteria and does have a current EEO Program Plan.
- Does meet Act Criteria and does not have a current EEO Program Plan.
- Does not meet Act Criteria.

I further affirm that if the recipient meets the Act criteria and does not have a current written EEO Program, federal law requires it to formulate, implement, and maintain such a program within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.

Requires signature of authorized official:

Type Name and Title: Steve Hand, Mayor

By:  Date: 2/15/01

Name of Subgrantee Organization: City of Indian Harbour Beach

EEO Certification Letter - Implementing Agency

Mr. Clayton H. Wilder
Community Program Administrator
Office of Criminal Justice Grants
Florida Department of Law Enforcement
1819 Miccosukee Commons
Tallahassee, Florida 32308

Re: Compliance with Equal Employment Opportunity (EEO)
Program Requirements -- Implementing Agency

Dear Mr. Wilder:


I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that I have read the ACT criteria set forth in the Subgrant Application Package and Instructions. I understand that if the Implementing Agency meets these criterion, it must participate in the subgrant recipient's EEO Program or formulate, implement and maintain its own written EEO Program relating to employment practices affecting minority persons and women. I also affirm that the Implementing Agency (Initial one of the following):

- Does meet Act Criteria and does have a current EEO Program Plan.
 Does meet Act Criteria and does not have a current EEO Program Plan.
 Does not meet Act Criteria.

I further affirm that if the implementing agency meets the Act criteria and does not participate in the subgrant recipient's EEO Program or does not have its own written EEO Program, federal law requires it to participate in such a program or formulate, implement, and maintain its own program within 120 days after a subgrant application is approved or face loss of federal funds.

Requires signature of authorized official:

Type Name and Title: Fred Fernex, Chief of Police

By:  Date: 2/15/01

Name of Implementing Agency: City of Indian Harbour Beach Police Department

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I. Signature Page

In witness whereof, the parties affirm they each have read and agree to conditions set forth in this agreement, have read and understand the agreement in its *entirety* and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Corrections including strikeouts, whiteouts, etc., on this page are not acceptable.

MUST SUBMIT 2 ORIGINAL SIGNATURE PAGES

State of Florida
Florida Department of Law Enforcement
Office of Criminal Justice Grants

By: Clayton H. Wilder

Type Name and Title: Clayton H. Wilder, Community Program Administrator

Date: 4-18-01

A. Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)

By: Steve Hand

Type Name and Title: Steve Hand, Mayor

Date: 2/15/01

FEID Number: 59-0994561

B. Implementing Agency
Official, Administrator or Designated Representative

By: Fred Fernez

Type Name and Title: Fred Fernez, Chief of Police

Date: 2/15/01