

RESOLUTION NO. 2025- 41

**CITY OF POMPANO BEACH  
Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND THE BROWARD SHERIFF'S OFFICE RELATING TO PARTICIPATION IN THE 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; PROVIDING AN EFFECTIVE DATE.**

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

**SECTION 1.** That a Funding Agreement between the City of Pompano Beach and the Broward Sheriff's Office relating to participation in the 2021 Edward Byrne Memorial Justice Assistance Grant Program, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and the Broward County Sheriff.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 14th day of January, 2025.

Signed by:  
*Rex Hardin*  
D02CB780EB3F480

**REX HARDIN, MAYOR**

Signed by:



**ATTEST:**

DocuSigned by:  
*Kervin Alfred*  
D1C913A8ED334CA

**KERVIN ALFRED, CITY CLERK**

TAL/mcm  
12/12/24  
l:reso/2025-74

**2021 EDWARD BYRNE JUSTICE ASSISTANCE  
LOCAL SOLICITATION GRANT  
MEMORANDUM OF UNDERSTANDING (MOU)**

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

Broward Sheriff’s Office (BSO)	City of Hollywood	City of Pembroke Pines
City of Coral Springs	City of Lauderdale Lakes	City of Plantation
City of Dania Beach	City of Lauderhill	City of Pompano Beach
Town of Davie	City of Miramar	City of Sunrise
City of Deerfield Beach	City of North Lauderdale	City of Tamarac
City of Fort Lauderdale	City of Oakland Park	
City of Hallandale Beach		

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

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

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

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

**WHEREAS**, Broward County has been selected as through this MOU, to receive the grant funds, administer the program and serve as the fiscal agent for the disbursement of all funds received for the JAG Program; and

**WHEREAS**, Broward County has entered into a subgrant award agreement with BSO and subrecipients of the 2021 Edward Byrne Justice Assistance Grant. There are various terms and conditions BSO will be requiring the participating agencies to enter a Memorandum of Understanding agreement to properly allow BSO to take the lead in the administration of this grant; and

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

## **Purpose**

This MOU establishes the relationship between the parties for participation in the FY 2021 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Program (Award Number **15PBIA-21-GG-01376-JAGX**).

## **Procedures**

1. Broward County will serve as the grant administrator for the agencies in Broward County, Florida participating in the JAG Program. Pursuant to the JAG Program guidelines, funding for the JAG Program will be provided to BSO.
2. On or about July 28, 2023, Broward County has entered into a subgrant award agreement, with BSO which authorizes BSO to serve as the lead agency in administering the grant on behalf of Broward County, through its Addendum to Subgrant Award Agreement Between Broward County and the Sheriff of Broward County for Administration of the FY21 Edward Byrne Memorial Justice Assistance Grant, entered on May 15, 2024 and attached hereto and incorporated herein by reference as Exhibit A.
3. The BSO will enter into a Memorandum of Understanding with participating agencies to allow BSO to provide the administrative services required of Broward County and to facilitate compliance with the required conditions of the Grant
4. The BSO will monitor implementation, reporting, and payment requests from participating agencies. BSO shall confirm the accuracy of program activities and expenses. Upon review of participating agencies' payment requests, BSO shall forward approved reimbursement requests to Broward County for payment. Broward County will disperse the funds directly to participating agencies.
5. For participating agencies that currently contract with BSO for law enforcement services, the BSO shall pay the payroll expenses and seek reimbursement from the participating agency. The BSO shall invoice the CITY for the cost of the Services incurred and being provided to City pursuant to the Grant Award. The City shall pay the invoice within thirty (30) days of receipt of SHERIFF's invoice. Payment to SHERIFF is not contingent upon COUNTY reimbursement to CITY. BSO acknowledges that Grant funds may not, under any circumstances, be expended prior to October 1, 2020 or after September 30, 2025 ("Eligible Period) or if the Grant term is extended, through the extension date. BSO agrees it will not seek reimbursement of any costs or expenses other than those incurred during the Eligible Period. City shall have no obligation to reimburse BSO for any amounts for costs or expenses not incurred during the Eligible Period.

6. Each party has submitted its own application for their individual JAG Program to the BSO. The BSO Grants Management Office has worked, and will continue to work, in collaboration with Broward County to prepare the single application to include the Program Narrative and Budget Narrative, and Broward County shall submit the application to the Department of Justice.
  
7. Participating agencies must submit Quarterly Project Performance and Financial Reports to BSO within fifteen (15) days after the end of the reporting period. In addition, if the performance period is extended beyond the “original” project period, additional Project Performance and Financial Reports must be submitted.

The grant award to each party is as follows:

CITY	AWARD AMOUNT	LESS 10% FEE*	ACTUAL AWARD
Broward Sheriff’s Office	\$26,798.00	\$ 2,679.80	\$24,118.20
City of Coral Springs	\$17,765.00	\$1,776.50	\$15,988.50
City of Dania Beach	\$17,684.00	\$1,768.40	\$15,915.60
Town of Davie	\$21,492.00	\$2,149.20	\$19,342.80
City of Deerfield Beach	\$27,314.00	\$2,731.40	\$24,582.60
City of Fort Lauderdale	\$86,405.00	\$8,640.50	\$77,764.50
City of Hallandale Beach	\$16,922.00	\$1,692.20	\$15,229.80
City of Hollywood	\$34,388.00	\$3,438.80	\$30,949.20
City of Lauderdale Lakes	\$25,655.00	\$2,565.50	\$23,089.50
City of Lauderhill	\$48,589.00	\$4,858.90	\$43,730.10
City of Miramar	\$28,702.00	\$2,870.20	\$25,831.80
City of North Lauderdale	\$19,234.00	\$1,923.40	\$17,310.60
City of Oakland Park	\$23,016.00	\$2,301.60	\$20,714.40
City of Pembroke Pines	\$26,934.00	\$2,693.40	\$24,240.60
City of Plantation	\$18,527.00	\$1,852.70	\$16,674.30
City of Pompano Beach	\$74,380.00	\$7,438.00	\$66,942.00
City of Sunrise	\$16,133.00	\$1,613.30	\$14,519.70
City of Tamarac	\$14,392.00	\$1,439.20	\$12,952.80
Total	\$544,330.00	\$54,433.00	\$489,897.00

\*The Broward Sheriff’s Office will retain this administrative fee approved by DOJ to cover its administrative costs in acting as the fiscal agent and supplying grant management services under this MOU.

**Term and Termination**

1. This MOU shall remain in effect from October 1, 2020 through September 30, 2025, and its continuation shall be subject to the availability of necessary funding from the JAG Program.
2. A participating agency may withdraw from this agreement at any time by providing thirty (30) days written notice of its intent to withdraw to each party.
3. This MOU may be terminated upon the written consent of all parties to this MOU.

### **Amendments**

This MOU may be modified at any time upon the written agreement of each party.

### **Insurance and Indemnification**

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

### **Guidelines**

In performing its duties, responsibilities and obligations pursuant to this Agreement, each party agrees to: (i) adhere to the requirement standards set forth in the Office of Justice Programs' *Financial Guide*, as amended and Federal OMB Circular A-133, as applicable; and (ii) , the special conditions FY 2021 Edward Byrne Justice Assistance Grant (JAG) Local Solicitation Grant Award issued by DOJ.

### **Records**

- a. Each party understands that any and all records created as a result of participating in this Program may be subject to public disclosure pursuant to the Public Records Statute, Fla. Stat. Section 119.07 and shall be responsible

for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.

- b. Each party shall maintain its own respective records and documents associated with MOU sufficient to demonstrate compliance with the terms of this Agreement for a period of five (5) years from the date of execution of the MOU and shall allow BSO and/or Broward County access to such records upon request.
- c. Each party, its employees or agents, shall allow access to its records concerning this MOU at reasonable times to BSO and/or Broward County, its employees, and agents. The term "agents" shall include, but is not limited to, auditors retained or employed by BSO and/or Broward County. The term "reasonable" shall be construed according to the individual party circumstances but ordinarily shall mean during normal business hours of 8:00 am to 5:00 pm, local time, Monday through Friday.
- d. Upon reasonable notice, the participating agency shall provide BSO and/or Broward County with any additional documentation, information, or reports as may be required by BSO and/or Broward County.

#### **Execution**

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

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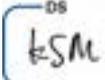
**2021 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING**

**IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.**

**BROWARD COUNTY SHERIFF'S OFFICE**

By:  \_\_\_\_\_  
Colonel Oscar Llerena, Executive Director  
Department of Administration

Date: 2/13/2025 | 20:14 PM EST

 proved as to form and legal sufficiency  
subject to the execution by the parties:

By:  \_\_\_\_\_  
Terrence Lynch, General Counsel/Executive Director  
Office of the General Counsel

2021 EDWARD BYRNE JUSTICE ASSISTANCE GRANT MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties execute this instrument on the date(s) shown below.

**CITY OF POMPANO BEACH**

Signed by:  
  
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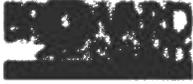
**Authorized Representative**

**Date:** January 21, 2025

**Approved as to form and legal sufficiency subject to execution by the parties:**

DocuSigned by:  
  
343B0B2C81D9424...  
**By:** \_\_\_\_\_  
**City Attorney**

**Date:** January 21, 2025



## EXHIBIT A

### **BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT**

This Broward County Standard Subgrant Award Agreement (“Subgrant Award Agreement”) is made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and the Sheriff of Broward County, Florida, a constitutional officer of Broward County (“BSO”). County and BSO are individually referred to as a “Party” and collectively as the “Parties.”

#### Recitals

A. County has received a grant award from the Awarding Agency and in the amount specified in the Subgrant Award Details, pursuant to the grant attached as Exhibit A (“Grant”).

B. The Grant permits County to distribute Grant funds to third parties that will implement the Grant as described in the Program Narrative referenced in Exhibit B.

C. BSO desires to accept a subgrant from County of funds awarded under the Grant, which shall be utilized by BSO in accordance with the Grant and this Subgrant Award Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals stated above are true and correct and are incorporated herein by reference.
2. Standard Subgrant Award Terms and Conditions. By signing this Subgrant Award Agreement, BSO represents that it has read the Grant (Exhibit A) and County’s Standard Subgrant Award Terms and Conditions (“Subgrant Award Terms”) (available online at <http://www.broward.org/GrantTerms>) and understands all obligations and requirements of the Grant. The Subgrant Award Terms are incorporated herein as if fully set forth in this Subgrant Award Agreement.
3. Subgrant Award. BSO will implement the program(s) described in BSO’s Program Narrative (Exhibit B) in accordance with this Subgrant Award Agreement and will comply with the provisions stated in the Subgrant Award Details in Section 8. In consideration for BSO’s performance and compliance with this Subgrant Award Agreement, including the Subgrant Award Terms and the Subgrant Award Details, County will provide the Subgrant Award Amount stated in the Subgrant Award Details.
4. Funding. The maximum amount payable to BSO under this Subgrant Award Agreement is the Subgrant Award Amount specified in the Subgrant Award Details and more specifically described in the Subgrant Program Budget attached as Exhibit C. BSO shall invoice County in accordance with the Invoicing Schedule stated in the Subgrant Award Details.

5. Modifications. BSO must submit any proposed modifications to the Program Narrative or the Subgrant Program Budget in writing to County for approval. BSO may not deviate from the Program Narrative or Subgrant Program Budget without prior approval from County (and from the Awarding Agency, if required by the Grant).

6. Reporting Obligations. BSO represents and certifies it has reviewed the requirements in the Grant, the Subgrant Award Details, and the Subgrant Award Terms regarding the documentation, reports, and other information that must be provided by BSO to County (collectively, "Reporting Obligations"). BSO shall strictly comply with all Reporting Obligations, including time being of the essence.

7. Term. The duration of this Subgrant Award Agreement ("Term") shall be the Project Period stated in the Subgrant Award Details, as may be extended by the Awarding Agency.

8. Subgrant Award Details

Grant Program Title	2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation
Federal Award Identification Number	15PBJA-21-GG-01376-JAGX
BSO's Unique Entity Identifier	JYJ2Y9MKA4V6
Federal Award Date to County	October 8, 2021
Grant Award amount to County	\$544,330.00
Subgrant Award Amount	\$26,798.00
Amount or percentage of Subgrant Award retained by County for administrative expenses	10%
Total amount of Grant Funds committed to BSO by County	\$24,118.20
Is any portion of the Grant federally funded? (if yes, BSO must comply with federal requirements in the Subgrant Award Terms)	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: Amount: \$544,330.00 Awarding Agency: U . S . Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Insurance (only applicable if box is checked).	<input type="checkbox"/> If checked, BSO must maintain insurance coverages in the types and amounts shown in Exhibit D for the duration of the Term.
Is this award for research & development?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

Assistance Listings number (the federal program that provided the Grant)	16.738 Edward Byrne Memorial Justice Assistance Grant Program
Subgrant period of performance start and end date ("Project Period")	October 1, 2020 – September 30, 2024
BSO's Invoicing Schedule	BSO must submit invoices for reimbursement no more than once per month and within fifteen (15) days after the end of the month when Services were performed. A final invoice must be submitted within thirty (30) days after the expiration or earlier termination of this Agreement.
BSO's address and contact information for Notices and payment	<p>Norma McGraw                  Grants Manager                  Broward Sheriff's Office                  2601 West Broward Blvd.                  Fort Lauderdale, Florida 33312                  Email address: Norma_McGraw@sheriff.org</p> <p><u>For Notices:</u>                  Colonel Oscar Llerena                  Department of Administration                  2601 West Broward Boulevard                  Fort Lauderdale, FL 33312</p> <p><u>With copies to:</u>                  Terrence Lynch, General Counsel                  Office of the General Counsel                  Broward Sheriff's Office                  2601 West Broward Blvd.                  Fort Lauderdale, Florida 33312</p>
Performance Report requirements	30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award.
Additional/Subgrant Award Program Guidelines (if any)	DOJ Award Conditions attached as Exhibit A, including the applicable DOJ Financial Guidelines.
<p>Grant Funds will be earmarked for the unincorporated areas of Broward County and combined with JAG contributions from contract cities within Broward County to provide sufficient financial support for the continuation of one (1) Crime Analyst position.</p>	
<p>The term "Subrecipient" in the Subgrant Award Terms is replaced with "BSO."</p>	

IN WITNESS WHEREOF, the Parties hereto have made and executed this Subgrant Award Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on December 7, 2021 and October 25, 2022, and BSO, signing by and through Colonel Oscar Llerena, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through  
its County Administrator

for By: Monica Cepero  
28 day of July, 2023



Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By: De'Anne A. Jackson 4/3/23  
De'Anne A. Jackson (Date)  
Assistant County Attorney

DAJ/cv  
FY21 JAG Subgrant Agreement  
File #: 616739\_v3  
03/22/2023

**BROWARD COUNTY STANDARD SUBGRANT AWARD AGREEMENT**

**BSO**

DocuSigned by:  
BY: Colonel Oscar Llerena  
BFC4A5F17055440...  
Colonel Oscar Llerena

30th day of March, 2023

<sup>DS</sup>  
ksm approved as to form & legal sufficiency  
subject to the execution by the parties:

DocuSigned by:  
BY: Terrence Lynch 3/30/2023 | 15:50 PM EDT  
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Terrence Lynch (Date)  
General Counsel/Executive Director  
Office of the General Counsel

10/29/21, 4:57 PM

Active Funded Award

▼ **Award Letter**

October 8, 2021

Dear Bertha Henry,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by BROWARD, COUNTY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$544,330.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you 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.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg  
Deputy Assistant Attorney General

**Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice

[https://justgrants.usdoj.gov/prweb/PRAuth/app/JGITS/\\_3yZ6Bxxi\\_lpDEXTOT4XnAjzjAXmVNeVW\\*//TABTHREAD3?pyActivity=PnntWork&Prompt=fal...](https://justgrants.usdoj.gov/prweb/PRAuth/app/JGITS/_3yZ6Bxxi_lpDEXTOT4XnAjzjAXmVNeVW*//TABTHREAD3?pyActivity=PnntWork&Prompt=fal...) 1/25

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Active Funded Award

(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 Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with 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 nondiscriminatory 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).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with 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 contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

## Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

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;

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Active Funded Award

- 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

NEPA Coordinator

First Name

Middle Name

Last Name

Orbin

—

Terry

∨ Award Information

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

**👤 Recipient Information**

**Recipient Name**

BROWARD, COUNTY OF

**DUNS Number**

066938358

**Street 1**

115 S ANDREWS AVE RM 409

**Street 2**

—

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Active Funded Award

**City**  
FORT LAUDERDALE

**State/U.S. Territory**  
Florida

**Zip/Postal Code**  
33301

**Country**  
United States

**County/Parish**  
\_\_\_\_\_

**Province**  
\_\_\_\_\_

 **Award Details**

**Federal Award Date**  
10/8/21

**Award Type**  
Initial

**Award Number**  
15PBJA-21-GG-01376-JAGX

**Supplement Number**  
00

**Federal Award Amount**  
\$544,330.00

**Funding Instrument Type**  
Grant

**Assistance Listing Number   Assistance Listings Program Title**

16.738

**Statutory Authority**

Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).



*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Project Information**

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Active Funded Award

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

<b>Solicitation Title</b>	<b>Awarding Agency</b>
2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	OJP
	<b>Program Office</b>
	BJA
<b>Application Number</b>	
GRANT13428997	

<b>Grant Manager Name</b>	<b>Phone Number</b>
Tamaro White	202-598-7548
<b>E-mail Address</b>	
Tamaro.White@ojp.usdoj.gov	

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**Project Title**  
2020 BROWARD COUNTY'S EDWARD BYRNE JAG PROJECT

<b>Performance Period Start Date</b>	<b>Performance Period End Date</b>
10/01/2020	09/30/2024

<b>Budget Period Start Date</b>	<b>Budget Period End Date</b>
10/01/2020	09/30/2024

**Project Description**

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

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10/29/21, 4:57 PM

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improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

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



*I have read and understand the information presented in this section of the Federal Award Instrument.*

∨ **Financial Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**



*I have read and understand the information presented in this section of the Federal Award Instrument.*

∨ **Award Conditions**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

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10/29/21, 4:57 PM

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### 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 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 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 2021 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.



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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) 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.



### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers 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

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10/29/21, 4:57 PM

Active Funded Award

such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

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

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



Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVV, 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.



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

The conditions of this award are material requirements of the award. Compliance with any 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.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ")

10/29/21, 4:57 PM

Active Funded Award

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](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

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.

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.

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

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



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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10/29/21, 4:57 PM

Active Funded Award



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.



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."



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.



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

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

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

10/29/21, 4:57 PM

Active Funded Award

12

## Requirement for data on performance and effectiveness under the award

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

13

## Requirements related to "de minimis" indirect cost rate

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

14

## Determination of suitability to interact with participating minors

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.

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.

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.

15

## 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](mailto: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

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10/29/21, 4:57 PM

Active Funded Award

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.

 **16****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.

 **17****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.

 **18****Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.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.

 **19****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.

10/29/21, 4:57 PM

Active Funded Award



Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

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).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

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).

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.

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 designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

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.

B. Employment eligibility confirmation with E-Verify

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,

10/29/21, 4:57 PM

Active Funded Award

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.

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.

D. 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.

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).

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](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

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

1. In accepting this award, the recipient--

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

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

10/29/21, 4:57 PM

Active Funded Award

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

a. it represents that--

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

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

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

 **22**

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.

 **23**

OJP Training Guiding Principles

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

 **24**

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

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10/29/21, 4:57 PM

Active Funded Award

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

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

## 25

### Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

## 26

### Restrictions on "lobbying"

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

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

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10/29/21, 4:57 PM

Active Funded Award

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.

## 27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$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).

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.

## 28

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

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

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

## 29

Requirement to report potentially duplicative funding

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

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10/29/21, 4:57 PM

Active Funded Award

project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

### 30

Reporting potential fraud, waste, and abuse, and similar misconduct

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.

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).

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

### 31

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, 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).

### 32

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the

10/29/21, 4:57 PM

Active Funded Award

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).

33

#### Required monitoring of subawards

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.

34

#### Use of program income

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.

35

#### Justice Information Sharing

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](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.

36

#### Avoidance of duplication of networks

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.

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10/29/21, 4:57 PM

Active Funded Award

37

## Compliance with 28 C.F.R. Part 23

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.

38

## Protection of human research subjects

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

39

## Confidentiality of data

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.

40

## Law enforcement task forces - required training

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.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://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.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).

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10/29/21, 4:57 PM

Active Funded Award

 **41**

Justification of consultant rate

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

 **42**

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

 **43**

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

 **44**

Compliance with National Environmental Policy Act and related statutes

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.

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

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10/29/21, 4:57 PM

Active Funded Award

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:

- 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.

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.

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.

 **45**

Establishment of trust fund

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.

 **46**

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's

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10/29/21, 4:57 PM

Active Funded Award

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 ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). 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.

47

#### Required data on law enforcement agency training

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.

48

#### 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.

49

#### Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020

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, 2020), 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 an Award Condition Modification (ACM)). (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 an Award Condition Modification (ACM), 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.

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10/29/21, 4:57 PM

Active Funded Award

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. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

[Load More](#)

*I have read and understand the information presented in this section of the Federal Award Instrument.*

#### ✓ Award Acceptance

##### **Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of

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10/29/21, 4:57 PM

Active Funded Award

criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval**

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/16/21 3:31 PM

**Authorized Representative**

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Declaration and Certification

**Entity Acceptance**

Title of Authorized Entity Official  
County Administrator

Name of Authorized Entity Official  
Bertha Henry

Signed Date And Time  
10/29/2021 11:14 AM

**EXHIBIT B**  
**Program Narrative**

Please refer to BSO's FY21 JAG Program Narrative that was submitted to the Awarding Agency in response to the solicitation for this Grant, which is available in the Awarding Agency's JustGrants System.

**EXHIBIT C**

**Subgrant Program Budget**

**BJA FY 21 Edward Byrne Memorial Justice Assistance Grant Program**

Federal award identification number – **15PBJA-21-GG-01376-JAGX**

<b>Category</b>	<b>Budget</b>
Personnel	\$16,000
Fringe Benefits	\$7,314.26
Travel	\$0
Equipment	\$0
Supplies	\$0
Construction	\$0
Subawards	\$0
Procurement Contracts	\$0
Other	\$803.94
Indirect Cost	\$0
<b>Total Project Cost</b>	<b>\$24,118.20</b>

**ADDENDUM TO SUBGRANT AWARD AGREEMENT BETWEEN BROWARD COUNTY AND THE  
SHERIFF OF BROWARD COUNTY FOR ADMINISTRATION OF THE FY21 EDWARD BYRNE  
MEMORIAL JUSTICE ASSISTANCE GRANT**

This Addendum (“Addendum”) to the Subgrant Award Agreement for FY21 Edward Byrne Memorial Justice Assistance Grant (“Subgrant Award Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and the Sheriff of Broward County, a constitutional officer of Broward County (“BSO”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. County received the FY21 Edward Byrne Memorial Justice Assistance Grant, Award Number 15PBJA-21-GG-01376-JAGX (“Grant”), from the Department of Justice (“Awarding Agency”). Pursuant to a separate agreement between County and 17 municipalities, County agreed to serve as the nonfederal pass-through entity and to distribute the Grant Funds in accordance with individual subgrant award agreements between County and each such entity.

B. As a nonfederal pass-through entity, County is permitted to retain up to ten percent (10%) of the Grant Funds (as that term is defined in the Subgrant Award Agreement) distributed to each municipality for administrative services that are provided.

C. BSO has experience in administering federal grant programs and the ability to perform the administrative functions required of County under the Grant.

D. To facilitate compliance with the required conditions of the Grant, County desires to engage the services of BSO to provide administrative services required of the nonfederal pass-through entity as detailed herein, with BSO to receive certain administrative fees from the Grant Funds as stated herein and as permitted by the Grant.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. SCOPE OF SERVICES**

BSO shall perform the necessary services of a nonfederal pass-through entity relating to administration of the Grant in accordance with applicable rules, regulations, and guidelines, including, but not limited to, terms and conditions of the Grant, the Office of Justice Programs Financial Guide, OMB Circular A-102 (the “Common Rule”), and OMB Uniform Grant Guidance (2 C.F.R. § 200) (collectively, “Applicable Requirements”), and as further detailed in Exhibit A hereto (collectively, “Services”), unless otherwise expressly stated herein. The term “Services” is deemed to include all preliminary considerations and prerequisites, as well as all labor, materials, equipment, and tasks, that are such an inseparable part of the work described that exclusion would render performance by BSO impractical, illogical, or unconscionable. Nothing in this

Addendum shall be construed to mean that BSO will monitor BSO's own compliance with the Grant.

## ARTICLE 2. TERM

This Addendum begins on the date it is fully executed by the Parties, and ends on September 30, 2024 ("Term"). If the Grant performance and/or reporting period is extended by the Awarding Agency, the Term of this Addendum shall automatically extend to include such extended period unless the Parties otherwise expressly agree in writing. The continuation of this Addendum beyond the end of any County fiscal year is subject to the appropriation and availability of necessary funding from the Grant.

## ARTICLE 3. COMPENSATION AND METHOD OF BILLING AND REIMBURSEMENT

3.1. Compensation. As full and complete consideration for the Services required to be provided under this Addendum, BSO shall be entitled to receive an amount equal to the maximum administrative fee permitted to be retained under the Grant, which is ten percent (10%) of the Grant Funds actually received ("Administrative Fee"), and is calculated as of the Effective Date of this Addendum to be **\$54,433.00**. If the amount of Grant Funds actually paid by the Awarding Agency increases or decreases during the Term of this Addendum, the Administrative Fee amount shall automatically adjust in an equal portion so that the total Administrative Fee equals ten percent (10%) of the Grant Funds actually received.

3.2. Maximum Amount. BSO acknowledges that the amounts set forth in this Addendum are the maximum amounts payable and constitute a limitation upon County's obligation to compensate BSO for work under this Addendum. These maximum amounts, however, do not constitute a limitation of any sort upon BSO's obligation to perform all Services. BSO acknowledges and understands that County's obligation to pay BSO under this Addendum for any Services provided is subject to the availability of the Grant Funds.

3.3. Method of Payment. Payment of the Administrative Fee shall occur as set forth in the Scope of Services, unless otherwise agreed in writing by the County Administrator and BSO. All expenditures and cost accounting shall conform to the Applicable Requirements.

## ARTICLE 4. MISCELLANEOUS

4.1. Capitalized Terms. Except as expressly defined in this Addendum, all capitalized terms in this Addendum shall have the same meaning ascribed to them in the Subgrant Award Agreement and Subgrant Award Terms incorporated therein.

4.2. Warranty of Performance. BSO represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide the Services in accordance with the Applicable Requirements, and that each person that will provide Services in accordance with this Addendum is duly qualified to perform the Services and is sufficiently experienced and skilled in the area(s) for which such person will render such services. BSO

acknowledges that County is materially relying on the representations and warranties of BSO stated herein.

4.3. Hold Harmless. BSO shall ensure that the Services are performed in full compliance with all Applicable Requirements, and shall hold County harmless if and to the extent any Applicable Requirement is not met due to an action or omission by BSO in its performance of Services under this Addendum.

4.4. Termination. This Addendum may be terminated by written agreement of the Parties, or by either Party upon at least 90 days' prior written notice to the other Party. If terminated, the obligations of this Addendum shall continue to bind the Parties with respect to Grant Funds that were disbursed or received prior to the effective date of termination.

4.5. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by County or BSO nor shall anything included herein be construed as consent by County or BSO to be sued by third parties in any matter arising out of this Addendum.

4.6. Third-Party Beneficiaries. Neither County nor BSO intend to primarily or directly benefit a third party by this Addendum. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Addendum and that no third party shall be entitled to assert a right or claim against either of them based upon this Addendum.

4.7. Assignment. Neither this Addendum nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of the other Party.

4.8. Priority of Provisions. In the event of any conflict or ambiguity between this Addendum and the Subgrant Award Agreement, the Parties agree that this Addendum shall control. The Subgrant Award Agreement, including as amended herein by this Addendum, incorporates, and includes all agreements and understandings applicable to the matters contained herein, and the Parties agree that there are no agreements or understandings concerning the subject matter hereof that are not contained in the Subgrant Award Agreement, including as amended in this Addendum. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

4.9. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Addendum and by duly authorized representatives of County and BSO.

4.10. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Addendum by reference. The attached exhibit is incorporated into and made a part of this Addendum.

4.11. Counterparts and Multiple Originals. This Addendum may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

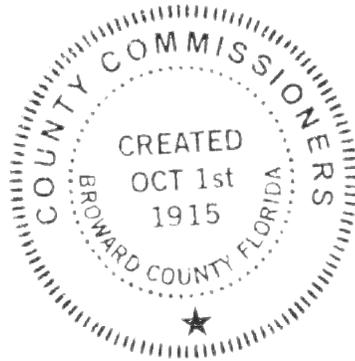
IN WITNESS WHEREOF, the Parties hereto have made and executed this Addendum: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 7<sup>th</sup> day of December, 2021, and the Sheriff of Broward County, Florida, signing by and through Colonel Oscar Llerena, duly authorized to execute same.

**BROWARD COUNTY**

BROWARD COUNTY, by and through its County Administrator

By: [Signature]  
County Administrator

15<sup>th</sup> day of May, 2024



Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By Claudia Capdesuner Digitally signed by Claudia Capdesuner  
Date: 2024.05.06 10:24:09 -04'00'  
Claudia Capdesuner (Date)  
Assistant County Attorney

By Annika E. Ashton Digitally signed by Annika E. Ashton  
Date: 2024.05.06 10:24:29 -04'00'  
Annika E. Ashton (Date)  
Deputy County Attorney

CC/sr  
FY 21 JAG Grant Admin  
01/26/2024  
#1054486v6

**ADDENDUM TO AGREEMENT BETWEEN BROWARD COUNTY AND THE SHERIFF OF BROWARD COUNTY FOR ADMINISTRATION OF THE FY21 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

**BSO**

DocuSigned by:  
*Colonel Oscar Llerena*  
By: FC4A5F17055440...  
Colonel Oscar Llerena

Title: Executive Director

14th day of March, 2024

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

DocuSigned by:  
*Terrence Lynch*  
By: C9E594DDEB4B3...  
Terrence Lynch, General Counsel  
Broward Sheriff's Office

**EXHIBIT A**  
**Scope of Services**

A. BSO’s responsibilities. BSO shall monitor the implementation with respect to the Grant by the following entities (each a “Municipality” or collectively, the “Municipalities”) in accordance with this Addendum:

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

B. Reporting. BSO shall monitor and ensure proper reporting by each Municipality in compliance with the Grant and the Applicable Requirements. If any Municipality fails to comply with any of the reporting requirements, BSO shall promptly notify the Contract Administrator in writing for appropriate action. In addition, BSO shall provide written status reports to County at least quarterly and at such additional intervals as may be requested by County, in form and content as agreed upon by the Parties, regarding the actual monitoring activities undertaken by BSO pursuant to this Addendum.

C. Municipality Payment Requests. BSO shall receive and review invoices from each Municipality once per month, but only after the activities for which the invoices are submitted have been completed. BSO shall ensure such invoices are in accordance with the terms of the County’s subgrant award agreement for the Grant with that entity. Unless another procedure is approved in advance in writing by the County Administrator or the Contract Administrator, upon receipt of a request for reimbursement/payment from the Grant (“Payment Request”), BSO will approve or reject the Payment Request within fifteen (15) days after receipt. If BSO approves the Payment Request, BSO shall transmit the Payment Request to County for review and payment within thirty (30) days from receipt of the Payment Request, along with any appropriate supporting documents. County shall make payment directly to the applicable Municipality, with a proof of payment sent by County to BSO. If BSO rejects a Payment Request for any reason, BSO shall inform the Municipality of the reason for the rejection (with a copy to the Contract Administrator) and allow the Municipality to correct the defect within a stated timeframe (e.g., ten (10) days) and resubmit.

BSO shall not approve any Payment Request that does not conform to the Grant and the Applicable Requirements. BSO shall ensure that all Payment Requests approved by BSO and submitted for payment by County are in full compliance with the terms and requirements of the Grant and the Applicable Requirements and that use of Grant Funds for the particular expenditure(s) is permissible under the Grant.

County may at any time conduct additional reviews of any Payment Request and shall have the right to require that BSO provide any additional information that County reasonably determines is necessary to confirm the item is proper for payment; if County conducts such review or requests such additional documents, BSO shall fully cooperate. Any additional review by County shall not diminish or modify the obligations of BSO under this Addendum. Notwithstanding the foregoing, County will at all times be the sole and ultimate arbitrator and decision maker regarding whether Payment Requests are proper pursuant to the Grant.

This Addendum should not be interpreted as relieving, assigning, or delegating County's duties under the Grant's terms and conditions and/or County's responsibilities as the lead agency for the Grant in Broward County's disparate jurisdiction.

D. Administrative Fee. BSO will receive the full Administrative Fee at the inception of the grant. Should BSO not spend the full amount of the administrative fee within any given fiscal year, BSO will return the unspent amount to County within (30) days after the end of each fiscal year. BSO will receive the prior year unspent amount at the beginning of the subsequent fiscal year. Within (30) days after the end of each fiscal year, BSO will submit invoices documenting how BSO spent the administrative fee. Should this agreement be terminated in accordance with the provisions of this addendum, BSO will return the prorated portion of the Administrative Fee to County within thirty (30) days.

E. System for Award Management (SAM). The Parties shall mutually cooperate and collaborate to maintain current information in SAM until all financial reports required under the Grant have been submitted, the final reimbursement to the Municipality is made, and all accounting has completed.

F. Personnel Changes. Each Party shall promptly notify the other Party in writing of any change in the Party's primary contact information (e.g., contact person, mailing address, phone number, email, or title change) for notices and communications under this Addendum. The Parties shall cooperate to update such information with the Awarding Agency through the JustGrants website and/or GAM, if applicable or necessary.

G. Conferences and Inspection of Work. Conferences may be held at the request of any Party to this Addendum. At any time, a representative of County and/or BSO, the DOJ, or the County Auditor, has the right to visit any Municipality's project site to monitor, inspect, and assess activities performed under the respective Municipality's subgrant award agreement with the County.

H. Fiscal Control and Fund Accounting Procedures. BSO shall monitor the performance of each Municipality to the extent necessary to ensure compliance with the Grant and the Applicable Requirements relative to their fiscal controls and fund accounting procedures, including to ensure compliance with the following:

1. All Municipalities must have written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319, Competition. All Municipalities are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. All Municipalities must have financial management systems in place that are able to record and report on the receipt, obligation, and expenditure of Grant Funds. An adequate accounting system for a Municipality must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs.
  
2. All Grant Funds spent on any Municipality's approved project will be disbursed according to provisions of the project budget as approved in the Grant's terms and conditions.