



**SUBRECIPIENT AGREEMENT BETWEEN BROWARD COUNTY AND
THE SCHOOL BOARD OF BROWARD COUNTY FOR
COPS OFFICE STOP SCHOOL VIOLENCE: SCHOOL VIOLENCE PREVENTION PROGRAM**

This is a Subrecipient Agreement (“Agreement”), made and entered into by and between Broward County, a political subdivision of the State of Florida (“County”) and the School Board of Broward County, Florida a constitutional officer of Broward County, (“Subrecipient”), (collectively, the “Parties”).

- A. The U.S. Department of Justice, Office of Community Oriented Policing Services (“COPS”) has awarded County \$465,994 in School Violence Prevention Program (“SVPP”) grant funds to improve security at schools within Broward County through evidence-based school safety programs (collectively, “COPS SVPP Award” or “Award”).
- B. Subrecipient is required to provide a local cash match in the amount of \$155,331.
- C. As the recipient of the COPS SVPP Award, County shall serve as the non-federal pass-through entity for this program by sub-awarding the COPS SVPP Award to Subrecipient which has been identified as an eligible entity, pursuant to 2 C.F.R. §§ 200.93 and 200.330, able to implement the objectives and goals of the DOJ program, CFDA Number 16.710 (collectively, “Subaward”).
- D. This Agreement must be consistent with the requirements outlined in 2 C.F.R. § 200.331, the Federal Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards found in Title 2 Grants and Agreements, Part 200 and Contract Cost Principles and Procedures found in 48 C.F.R. Part 31 (FAR Part 31), as applicable. NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. PURPOSE

1.1 This Agreement establishes the relationship between the Parties for participation in COPS SVPP Award (Award #2018SVWX0056) ORI#: FL156ZZ. The Federal Award Identification Number is #2018SVWX0056 and the Federal Award Date to County was October 1, 2018. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) the Federal award project description for Subrecipient is summarized in Exhibit A attached hereto and incorporated by reference.

1.2 Upon acceptance of the subaward, the terms and conditions outlined herein will become binding. As a unit of government and a local educational agency, as defined under 34 C.F.R. § 303.23, Subrecipient will maintain required state and federal registrations and certifications for eligibility under the SVPP program. Subrecipient must submit required programmatic and financial reports documenting that eligible activities were completed in accordance with this Award and SVPP program requirements.

ARTICLE 2. DEFINITIONS

- 2.1 **Board** means the Board of County Commissioners of Broward County, Florida.
- 2.2 **Award Documents** means the written documents prepared or made available for the COPS SVPP Award, including the COPS SVPP award letter to County and accompanying Award Document, Award Terms and Conditions, Award Owner’s Manual, and Financial Clearance Memorandum.
- 2.3 **Contract Administrator** means the Director of the Department of Regional Emergency Services and Communications or such other person designated by same in writing.
- 2.4 **County Administrator.** The administrative head of County appointed by the Board.
- 2.5 **County Attorney.** The chief legal counsel for County appointed by the Board.
- 2.6 **County Business Enterprise** or **CBE** means a small business certified as meeting the requirements of Section 1-81, Broward County Code of Ordinances.

ARTICLE 3. AWARD

3.1 County will disburse the Subaward to Subrecipient in accordance with the terms of this Agreement. Specifically, County will pay Subrecipient as follows:

Sub awardee Name	Subaward Amount
The School Board of Broward County	\$465,994.00

3.2 County will only reimburse Subrecipient for authorized activities. County will not reimburse for costs incurred for any purpose other than those specified in this Agreement. Failure to comply with the provisions of this Agreement, including failure to perform grant activities as specified in the Award Documents and this Agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and this Agreement, including disallowance of project costs, withholding federal funds, and termination of the project.

3.3 The Subaward must not to be used in whole or in part for research and development nor any other prohibited expenditures found in 34 U.S.C. § 10152(d), 42 U.S.C. § 3751 or as identified within the Award Documents.

ARTICLE 4. METHOD OF BILLING AND PAYMENT

4.1 Subrecipient may submit invoices for compensation no more often than on a monthly basis, but only after the activities for which the invoices are submitted have been completed. An original invoice transmitted electronically is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices must designate the nature of the activities completed and, as applicable, the personnel, hours, tasks, or other detail as requested by County.

4.2 Invoices shall be submitted to:

Carla Taylor-Bennett
Department of Regional Emergency Services and Communications
201 NW 84th Avenue
Plantation, Florida 33324
Email address: ctbennett@broward.org

ARTICLE 5. TERM

The term of this Agreement and the Subaward period of performance shall both begin retroactive to October 1, 2018 and shall end on September 30, 2020. The continuation of this Agreement beyond the end of any County fiscal year is subject to the appropriation and availability of necessary Subaward funding.

ARTICLE 6. GENERAL REQUIREMENTS

6.1 Subrecipient must comply with requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide), http://ojp.gov/financialguide/DOJ/pdfs/2015_DOJ_FinancialGuide.pdf, the program guidance, federal statutes, regulations, policies, guidelines and requirements, and Florida laws and regulations, including but not limited to:

6.1.1 **Executive Orders 12549 and 12689, “Debarment and Suspension.”**

6.1.2 **Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. § 200) Subpart A Definitions, Subparts B-D Administrative Requirements, Subpart E Cost Principals, Subpart F Audit Requirements and all applicable Appendices.** This guidance supersedes previous OMB Circulars and Standard Conditions and is applicable to any new subawards made under Federal grants awarded on or after December 26, 2014:
<http://www.ecfr.gov/cgi-bin/text-idx?SID=62764122c780e5d1d2134127afadc30d&node=2:1.1.2.2.1 &rgn=div5>.

6.1.3 **Code of Federal Regulations (www.gpo.gov/fdsvs/):**

6.1.3.1 2 C.F.R. § 175.15(b), “Award Term for Trafficking in Persons”

6.1.3.2 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)”

- 6.1.3.3 3 C.F.R. Part 1989 Comp., pp. 189 and 235, “Debarment and Suspension”
- 6.1.3.4 28 C.F.R. § 38, “Equal Treatment of Faith-Based Organizations”
- 6.1.3.5 28 C.F.R. § 66, “U.S. Department of Justice Common Rule for State and Local Governments” (Common Rule)
- 6.1.3.6 28 C.F.R. § 83, “Government-Wide Requirements for Drug-Free Workplace (Grants)”
- 6.1.3.7 28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63
- 6.1.3.8 28 C.F.R. §§ 42.105 and 42.204
- 6.1.3.9 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”
- 6.1.3.10 29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”
- 6.1.3.11 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”
- 6.1.4 **Public Law.** Pub. L. No. 109-162, Title XI-Department of Justice Reauthorization, Subtitle B – Improving the Department of Justice’s Grant Programs, Chapter 1 – Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of: <http://www.gpo.gov/fdsys/pkg/PLAW-109publ162/pdf/PLAW-109publ162.pdf>.
- 6.1.5 **United States Code:**(www.gpo.gov/fdsys/):
 - 6.1.5.1 31 U.S.C. § 1352, “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions,” also known as the “Byrd Anti-Lobbying Amendment”
 - 6.1.5.2 33 U.S.C. §§ 1251-1387, “Federal Water Pollution Control Act”
 - 6.1.5.3 40 U.S.C. §§ 3141-3148, “Davis-Bacon Act”
 - 6.1.5.4 42 U.S.C. §§ 3701-3708, “Contract Work Hours and Safety Standards Act”
 - 6.1.5.5 42 U.S.C. §§ 3711 et seq., “Omnibus Crime Control and Safe Streets Act of 1968”
 - 6.1.5.6 42 U.S.C. §§ 7401-7671q, “Clean Air Act”
- 6.1.6 **State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:** <http://dlis.dos.state.fl.us/barm/genschedules/GS2-2008-Rev2010.pdf>.

ARTICLE 7. STANDARD CONDITIONS

Subrecipients are bound by the following standard conditions:

7.1 **Payment Contingent on Appropriation and Availability of Funds** – County’s obligation to reimburse Subrecipient for costs incurred under this Agreement is subject to the availability of federal funds and annual appropriation by the Board.

7.2 **System for Award Management (SAM)** – Subrecipient must maintain current information in SAM until Subrecipient submits the financial report required under the Award or receives the final payment, whichever is later. After initial registration in SAM, Subrecipient must review and update the information at least annually, and more frequently if required by SAM such as when making changes to previously inputted information or commencing another award term.

7.3 **Supplanting** – Subrecipient acknowledges that funds received under this Subaward will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be make available for law enforcement activities.

7.4 **Personnel Changes** – Once Subrecipient implements any project funded in whole or in part by this Subaward, project staff must notify the COPS help desk if there is any change in its Chief Officials, implementing agency, or contact information including mailing address, phone number, email or title change, to update the organizational information in COPS. Contract Administrator changes require a grant adjustment in the COPS grant portal located at <https://portal.cops.usdoj.gov/>.

7.5 **Non-Procurement, Debarment and Suspension** – Subrecipient must comply with 2 C.F.R. § 180, “OMB Guidelines to Agencies on Government Wide Debarment and Suspension (Non-procurement).” These procedures require Subrecipient to certify that it will not enter into any lower-tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction unless authorized by County.

7.6 **Federal Restriction on Lobbying** – Subrecipient must comply with 28 C.F.R. § 69, “New Restrictions on Lobbying,” and must file the most current edition of the Certification and Disclosure Form, if applicable, with each submission that initiates consideration of such Subrecipient for award of a federal contract, grant, or cooperative agreement. In addition, Subrecipient must not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the OJP.

7.7 **The Coastal Barrier Resources Act** - Subrecipient must comply and assure compliance by all contractors with the provisions of the Coastal Barrier Resources Act (Pub. L. No. 97-348) dated October 19, 1982 (16 U.S.C. §§ 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

7.8 **Enhancement of Security** - If funds are used for enhancing security, Subrecipient must:

- 7.8.1 Have an adequate process to assess the impact of any security measure enhancement employed to combat criminal activity within the geographic area where such enhancement is undertaken.
- 7.8.2 Conduct such an assessment for each security measure enhancement and submit the results of the assessment to County in its Final Program Report.

7.9 **Privacy Certification** - Subrecipient must comply with all confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. § 22 that are applicable to collection, use, and revelation of data or information. Subrecipient must, as a condition of grant approval, submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. § 22, in particular 28 C.F.R. § 22.23. Privacy Certification forms must be signed by Subrecipient, the implementing agency chief official, or an individual with formal, written signature authority for the chief official.

7.10 **Conferences and Inspection of Work** - Conferences may be held at the request of any Party to this Agreement. At any time, a representative of County, the U.S. Department of Justice, or the County Auditor, have the right to visit the project site to monitor, inspect and assess activities performed under this Agreement.

7.11 **Insurance Requirements** - Subrecipient is an entity subject to Section 768.28, Florida Statutes, and must furnish verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 8. CIVIL RIGHTS REQUIREMENTS

8.1 Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in federally funded programs or activities. Subrecipient, implementing agency, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements including the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d and 34 U.S.C. § 10228(c)); the Victims of Crime Act (42 U.S.C. § 10604(e) and 34 U.S.C. § 20110(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b) and 34 U.S.C. § 11182(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); the Violence Against Women Act (34 U.S.C. §§ 12291(b)(13)); Department of Justice Non-Discrimination Regulations 28 C.F.R. Part 42 Subpart E (development and implementation of an Equal Employment Opportunity Plan); and Executive Order 13279 (equal protection of the laws for faith-based and community organizations).

8.2 Consistent with state and local laws, ordinances, regulations, and policies, no party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of its responsibilities and obligations pursuant to this Agreement.

Subrecipient shall include the foregoing or similar language in its contracts with any contractors and agencies, except that any project also assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by Subrecipient to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

8.3 Subrecipient is responsible for ensuring that contractors and agencies to whom it passes through funds are compliant with all Civil Rights Requirements and that those contractors and agencies are aware that they may file a discrimination complaint with Subrecipient, with County, or with the Office for Civil Rights (OCR), and how to do so.

8.4 Equal Employment Opportunity Plans

8.4.1 Subrecipient or implementing agency must develop Equal Employment Opportunity (EEO) Plans if they have 50 or more employees and have received any single award of \$25,000 or more from the Department of Justice. The EEO Plan must be prepared using the online short form at www.ojp.usdoj.gov/about/ocr/eeop.htm, must be retained by Subrecipient or implementing agency, and must be available for review and audit. The organization must also submit an EEO Certification to County that is also prepared using the online form at www.ojp.usdoj.gov/about/ocr/eeop.htm.

8.4.2 If Subrecipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the DOJ, it must submit its plan to the DOJ for approval. A copy of the DOJ approval letter must be submitted to County. The approval letter expires two years from the date of the letter.

8.4.3 Subrecipient or the implementing agency is exempt from the EEO Plan requirement if it has fewer than 50 employees; does not receive any single award of \$25,000 or more from the DOJ; or is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement it must submit an EEO Certification of Exemption to County.

8.4.4 Subrecipient and the implementing agency acknowledge that failure to comply with EEO requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as Subrecipient is in compliance.

8.5 **Americans with Disabilities Act** - Subrecipient must comply with the requirements of the Americans with Disabilities Act (ADA) (Pub. L. No. 101-336), which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services, and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

8.6 **Rehabilitation Act of 1973 (28 C.F.R. § 42(G))** - If Subrecipient has 50 or more employees and receive DOJ funding of \$25,000 or more, it must take the following actions:

- 8.6.1 Adopt grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. § 42(G), which prohibits discrimination on the basis of a disability in employment practices and the delivery of services.
- 8.6.2 Designate a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. § 42(G).
- 8.6.3 Notify participants, beneficiaries, employees, applicants, and others that Subrecipient or implementing agency does not discriminate on the basis of disability.

8.7 **Limited English Proficiency (LEP)** - In accordance with DOJ Guidance pertaining to Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at www.lep.gov. County strongly encourages Subrecipient to have a written LEP Language Access Plan.

8.8 **Immigration and Nationality Act** - No federal funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324a(e), Section 274A(e) of the Immigration and Nationality Act (“INA”). County will consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by County.

ARTICLE 9. FINANCIAL REQUIREMENTS AND RESPONSIBILITIES

9.1 Fiscal Control and Fund Accounting Procedures

- 9.1.1 All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common rule, and OMB Uniform Grant Guidance (2 C.F.R. § 200) as applicable, in their entirety.
- 9.1.2 Subrecipient must have written procedures for procurement transactions. Procedures must ensure that all solicitations follow 2 C.F.R. § 200.319, “Competition.” Subrecipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Subrecipient 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 Subrecipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients.

- 9.1.3 All funds spent on this project must be disbursed according to provisions of the project budget as approved in the Subaward and this Agreement.

ARTICLE 10. SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

10.1 **Obligation of Subrecipient Funds** - Subaward funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the performance period. Only project costs incurred on or after the effective date and on or prior to the termination date of Subrecipient's project is eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the Subaward performance period.

10.2 Performance

10.2.1 **Subaward Performance** - Subrecipient must comply with state and federal requirements for Subaward performance under 2 C.F.R. §§ 200.76 and 200.77. The Subaward must describe the timing and scope of expected performance as related to the outcomes intended to be achieved by the project activities. Where appropriate, the Subaward should provide specific performance goals, indicators, milestones, and/or expected outcomes (such as outputs, activities completed, and/or public impacts of such goals, indicators, milestones, and/or expected outcomes) with an expected timeline for accomplishment. Submitted programmatic reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which Subrecipient's performance can be measured. These requirements should be aligned with agency strategic goals, strategic objectives, or performance goals that are relevant to the program.

10.2.2 **Performance of Agreement Provisions** - In the event of default, non-compliance, or violation of any provision of this Agreement by Subrecipient, Subrecipient's consultants and/or Subrecipient's suppliers, County may impose sanctions upon Subrecipient that it deems appropriate including withholding payments, cancellation, termination, or suspension of this Agreement in whole or in part. In such event, County will notify Subrecipient of its decision to impose sanctions in accordance with this section thirty (30) days in advance of the effective date of such sanctions. Subrecipient will be reimbursed only for those activities satisfactorily completed prior to the effective date of such sanctions.

10.2.3 **Reports** - Subrecipient must submit monthly or quarterly project performance reports to County within fifteen (15) days after the end of the reporting period. In addition, if the Subaward period is extended beyond the "original" project period, additional quarterly project performance reports must be submitted.

10.2.3.1 **Report Contents:** Performance reports must comprise the status of all objectives included in the Subaward. A detailed response is required in the narrative portion of the performance report for yes/no performance objectives. The performance

report narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required, as needed, to comply with federal reporting requirements.

10.2.3.2 **Submission:** Subrecipient may submit performance reports to the Contract Administrator.

10.3 **Financial Expenditure Reports**

10.3.1 Subrecipient must submit a monthly project expenditure report to County.

10.3.2 All project expenditures for reimbursement of Subrecipient costs must be submitted on project expenditure report forms prescribed and provided by County.

10.3.3 All Project Expenditure Reports must be submitted with sufficient detail for proper pre-audit and post-audit review.

10.3.4 Before the "final" Project Expenditure Report will be processed, Subrecipient must submit to County all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions may result in forfeiture of reimbursement.

10.3.5 Reports are to be submitted even when no reimbursement is being requested.

10.3.6 Reports must be electronically signed by Subrecipient, implementing agency's Chief Financial Officer or the Chief Financial Officer's designee.

ARTICLE 11. MONITORING AND AUDITS

11.1 **Access to Records** - County, U.S. Department of Justice, U.S. Comptroller General or any of their duly authorized representatives, must have access to books, documents, papers and records of Subrecipient, implementing agency, and contractors related to the Subaward for the purposes of audit and examination according to the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, 2 C.F.R. Part 200.

County reserves the right to unilaterally terminate this Agreement if Subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to public disclosure under Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by Subrecipient or its contractor in conjunction with this Agreement.

11.2 **Monitoring** - Subrecipient must comply with County's grant monitoring guidelines, protocols, and procedures and cooperate with County on all grant monitoring requests, including requests related to

desk reviews, enhanced programmatic desk reviews, site visits, contract reviews, and audits. Subrecipient must provide all documentation necessary to complete Subaward monitoring and verify expenditures. Further, Subrecipient must abide by reasonable deadlines set by County for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting Subaward, including withholding, restrictions on Subrecipient's access to funds, referral to County Auditor for audit review, designating Subrecipient as a high-risk grantee, or Subaward termination.

11.3 Property Management - Subrecipient must establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by County or purchased pursuant to this Agreement consistent with federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments, or 2 C.F.R. Part 200, as applicable. This obligation continues for as long as Subrecipient retains the property, notwithstanding the expiration of this Agreement.

11.3.1 Property Use - Subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipient must use, manage, and dispose of equipment acquired under a Federal award in accordance with 2 C.F.R. § 200.313, "Equipment."

11.4 High Risk Subrecipients - Subrecipient must comply with any additional requirements that may be imposed during the grant performance period if the DOJ determines Subrecipient is a high-risk grantee. Cf. 28 C.F.R. §§ 66, 70.

11.5 Reporting, Data Collection and Evaluation - Subrecipient must comply with all reporting, data collection and evaluation requirements, as prescribed by the U.S. Department of Justice in the program guidance for COPS. Compliance with these requirements will be monitored by County.

11.6 Retention of Records – Subrecipient must maintain all records for a minimum of five (5) years from the date of the financial statement and be available for audit and public disclosure upon request. Subrecipient must comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <http://dos.myflorida.com/media/693574/general-records-schedulegs01-sl.pdf> <http://dos.myflorida.com/media/693578/gso2.pdf>.

11.7 Single Annual Audit

11.7.1 A subrecipient that expends \$750,000 or more in a year in federal awards must have a single audit or program-specific audit conducted for that year. The audit must be performed in accordance with 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and other applicable federal law. This Agreement must be identified in the Schedule of Federal Financial Assistance in the subject audit. The audit report must be identified as federal funds passed through County and include the contract number, award amount, contract period, funds received, and funds disbursed.

- 11.7.2 A complete audit report that covers any portion of the effective dates of this Agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report must include any management letters issued separately and management's written response to all findings, including audit report and management letter findings. Incomplete audit reports will not be accepted by County.
- 11.7.3 Audits must be completed by an Independent Public Accountant (IPA) and according to Generally Accepted Government Auditing Standards (GAGAS). The IPA must be either a Certified Public Accountant or a Licensed Public Accountant. Subrecipient must procure audit activities according to 2 C.F.R. § 200.509 and include clear objectives and scope of the audit in addition to peer review reports to strengthen audit quality and ensure effective use of audit resources.
- 11.7.4 Subrecipient must promptly follow-up and take appropriate corrective action for any findings on the audit report in instances of noncompliance with federal laws and regulations, including but not limited to preparation of a summary schedule of prior audit findings and a corrective action plan. Subrecipient follow-up to audit findings must abide by requirements in 2 C.F.R. § 200.511.
- 11.7.5 Subrecipient must make copies available for public inspection and ensure respective parts of the reporting package do not include protected personally identifiable information. Records must be made available upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by County.
- 11.7.6 A subrecipient that expends less than \$750,000 in federal awards during a fiscal year are exempt from the audit requirements of 2 C.F.R. Part 200, Subpart F for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, must be provided to County by the Chief Financial Officer, or designee, that Subrecipient is exempt. This notice must be provided to County no later than June 30 following the end of the fiscal year.
- 11.7.7 If this Agreement is closed without an audit, County reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- 11.7.8 The Federal Audit Clearinghouse is the repository of record for 2 C.F.R. Part 200, Subpart F. Audits performed as a result of this requirement must be completed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to Part 200 on the specified Data Collection Form (Form SF-SAC) and be signed by a senior level representative or chief official of the auditee.

11.8 County Audit Rights

- 11.8.1 To the extent not otherwise prohibited by federal law, County shall have the right to audit the books, records, and accounts of Subrecipient and its contractors and agencies that are related to this Agreement. Subrecipient and its contractors and agencies shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Subrecipient and its contractors and agencies shall make same available in written form at no cost to County.
- 11.8.2 Subrecipient and its contractors and agencies shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Subrecipient hereby grants County the right to conduct such audit or review at Subrecipient's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.
- 11.8.3 Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Subrecipient in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Subrecipient in addition to adjusting for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Subrecipient.
- 11.8.4 Subrecipients shall ensure that the requirements of this section are included in all agreements with its contractors and agencies.

ARTICLE 12. GOVERNMENTAL IMMUNITY AND INDEMNIFICATION

12.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party or the United States nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Subrecipient is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

12.2 In the event that Subrecipient contracts with a third party for goods, services, or other related matters that are funded in whole or in part by the Subaward or are otherwise related to this Agreement, any contract with such third party shall include the following provision:

Subrecipient's contractor shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Subrecipient, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Subrecipient's contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County's Contract Administrator and the County Attorney, any sums due Subrecipient's contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 13. REPRESENTATIONS AND WARRANTIES

13.1 Failure to pay a subcontractor or supplier that performs a supported activity related to the Subaward shall be a material breach of this Agreement, unless Subrecipient demonstrates that such failure to pay results from a bona fide dispute with the subcontractor or supplier and, further, Subrecipient promptly pays the applicable amount(s) to the subcontractor or supplier upon resolution of the dispute.

13.2 Representation of Authority. Subrecipient represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Subrecipient, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Subrecipient has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Subrecipient. Subrecipient further represents and warrants that execution of this Agreement is within Subrecipient's legal powers, and each individual executing this Agreement on behalf of Subrecipient is duly authorized by all necessary and appropriate action to do so on behalf of Subrecipient and does so with full legal authority.

13.3 Breach of Representations. In entering into this Agreement, Subrecipient acknowledges that County is materially relying on the representations and warranties of Subrecipient stated in this Agreement. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to

Subrecipient, to deduct from the Subaward the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Subrecipient under this Agreement. Furthermore, a false representation may result in debarment from future subawards from the United States through County.

ARTICLE 14. TERMINATION

14.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause is provided.

14.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

14.2.1 Subrecipient's failure to suitably perform the Services, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

14.2.2 If Subrecipient is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Contractor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Subrecipient provides a false certification submitted pursuant to Section 287.135, Florida Statutes;

14.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by County to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

14.4 In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

14.5 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

ARTICLE 15. MISCELLANEOUS

15.1 Contract Administrator Authority. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may act on behalf of County under this Agreement.

15.2 Independent Contractor. Subrecipient is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. As a party to this Agreement, neither Subrecipient, nor its agents, shall act as officers, employees, or agents of County. Subrecipient shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

15.3 Public Records. To the extent Subrecipient is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Subrecipient shall:

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- d. Upon completion or termination of this Agreement, Subrecipient will transfer to County, at no cost, all public records in possession of Subrecipient or keep and maintain public records required by County to perform the services. If Subrecipient transfers the records to County, Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt. If Subrecipient keeps and maintains public records, Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Subrecipient to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Subrecipient will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Subrecipient contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Subrecipient must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Subrecipient as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Subrecipient. Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Subrecipient is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7352, ajefferson@broward.org, 115 S. ANDREWS AVENUE, ROOM 409, FORT LAUDERDALE, FLORIDA 33301.

IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) _____, _____@_____, [INSERT ADDRESS].

15.4 Compliance with Laws. Subrecipient must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities

Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

15.5 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

15.6 Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

15.7 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

15.8 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 16 of this Agreement, the provisions contained in Articles 1 through 16 shall prevail and be given effect.

15.9 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Subrecipient.

15.10 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Carla Taylor-Bennett
Department of Regional Emergency Services and Communications
201 NW 84th Avenue
Plantation, Florida 33324
Email address: ctbennett@broward.org

FOR SUBRECIPIENT:

Teresa Macri, Director, Information Security
The School Board of Broward County, Florida
600 SE Third Avenue
Fort Lauderdale, FL 33301
Email address: Teresa.macri@browardschools.com

15.11 County's CBE Program. Although no CBE goal has been set for this Agreement, County encourages Subrecipient to fully consider using CBE firms to perform any or all work funded in whole or in part by the Subaward.

15.12 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement. In addition, the "Subaward Certificate," the "Certificate of Acceptance of Subgrant Award," the "Attestations and Certifications," and the "Mandatory Assurances," are incorporated into and made a part of this Agreement.

15.13 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

15.14 Use of County Logo. Subrecipient shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

15.15 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Subrecipient certifies that it has a drug-free workplace program that it will maintain such drug-free workplace program for the duration of this Agreement.

15.16 Federally Funded Contract. Subrecipient shall comply with all applicable requirements of the Subaward and the Award, to the extent applicable, as referenced throughout this Agreement, including all Exhibits and attachments.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action (Agenda Item X) on the __ day of _____, 2018, and The School Board of Broward County, signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____

_____ day of _____, 20_____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:

Tricia D. Brissett (Date)
Assistant County Attorney

Angela J. Wallace (Date)
Deputy County Attorney

AJW/TDB/wp
COPS Subrecipient Agreement-BCSB.doc
12/19/18

DRAFT

AGREEMENT BETWEEN BROWARD COUNTY AND SUBRECIPIENT FOR THE
COPS OFFICE STOP SCHOOL VIOLENCE GRANT PROGRAM

SUBRECIPIENT

WITNESSES:

SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Signature

By: _____

Authorized Subgrantee Official

Print Name of Witness above

Judith Marte, Chief Financial Officer

Signature

_____ day of _____, 20____

Print Name of Witness above

ATTEST:

Designated Title and Address for Notices
(include email address(es))

Approved as to legal form:

General Counsel

EXHIBIT A

Project Description

The School Board of Broward County, (SBBC), Florida will purchase analytic cameras to monitor high school campus areas to improve security at the schools and on school grounds to enhance the security of all students, school faculty, staff and residents within Broward County, Florida's jurisdiction through evidence-based school safety programs. SBBC will purchase 145 high-definition cameras and licensing, cabling and servicing of the cameras to enhance the school district's video surveillance system. These cameras' artificial intelligence recognizes the movements and characteristics of people and vehicles, bringing actionable activity to the attention of those monitoring the cameras. The cameras will be installed at the high schools with the highest security incidents.

DRAFT

EXHIBIT B

2018 COPS Office STOP School Violence: School Violence Prevention Program (SVPP)

PROGRAM BUDGET

Account Category	Item	Cost	Qty	Federal share (75%)	SBBC 25% Match	Total Project Cost
Supplies	Avigilon Video Analytics Cameras	\$1,500	145	\$163,125	\$54,375	\$217,500
Contracts & Consultants	Avigilon Video Surveillance Licensing	\$429	145	\$46,654	\$15,551	\$62,205
	Avigilon Video Surveillance Services	\$471	145	\$51,221	\$17,073	\$68,295
	Avigilon Video Surveillance Cabling	\$1,885	145	\$204,994	\$68,331	\$273,325
Total				\$465,994	\$155,331	\$621,325

BUDGET NARRATIVE

SBBC will purchase 145 surveillance cameras, licenses, services and cabling for high schools and alternative centers that are at highest risk. The following items will be purchased:

<u>Item</u>	<u>Cost</u>	<u>Qty</u>	<u>Total</u>
Avigilon Video Analytics Cameras	\$1,500	145	\$217,500
Avigilon Video Surveillance Licensing	\$429	145	\$62,205
Avigilon Video Surveillance Services	\$471	145	\$68,295
Avigilon Video Surveillance Cabling	\$1,885	145	\$273,325
Total Project Cost			\$621,325

SUBGRANT AWARD CERTIFICATE

Subrecipient's Name: The School Board of Broward County, Florida DUNS No. 077283471

Federal Award Date: 10/1/2018

Project Title: 2018 COPS Office STOP School Violence

Subaward Period of Performance Start Date: 10/1/18 End Date: 09/30/2020

Grant Number: 2018SVWX0056

Federal Award Identification No.: 2018SVWX0056

Federal Funds: \$465,994.00

Federal award project period: 10/01/2018 to 9/30/20

Federal award project description:

The COPS Office STOP School Violence: School Violence Prevention Program (SVPP) provides funding directly to states, units of local government, or Indian tribes to improve security at schools and on school grounds in the jurisdiction of the grantee through evidence-based school safety programs. Pursuant to 34 U.S.C. § 10551(b)(5)– (9), SVPP funding is available under the following purpose areas:

- Coordination with local law enforcement.
- Training for local law enforcement officers to prevent student violence against others and self.
- Placement and use of metal detectors, locks, lighting, and other deterrent measures.
- Acquisition and installation of technology for expedited notification of local law enforcement during an emergency.
- Any other measure that, in the determination of the COPS Director, may provide a significant improvement in security.

Name of the Federal Awarding Agency: Department of Justice

Pass-through entity: Broward County, Florida

Contact information for the awarding official:

Bertha Henry, County Administrator
Broward County Governmental Center
115 S. Andrews Avenue, Suite 409
Fort Lauderdale, FL 33301
bhenry@broward.org and dsewell@broward.org

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

Indirect cost rate for the Federal award: N/A

CFDA Number: 16.710

Award is hereby made in the amount and for the period shown above of a subgrant under Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 as amended Subpart 1 of such part (42 U.S.C.3751-3759) ; the Consolidated Appropriations Act,2008, Public Law 110-161; and Public Law 109-162, Title XI, Department of Justice Reauthorization , Subtitle B, Improving the Department of Justice's Grant Programs, Chapter 1, Assisting Law Enforcement and Criminal Justice Agencies, Section 1111. Merger of, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Office of Justice Programs (OJP) Financial Guide, Common Rule for State and Local Governments, or OMB Uniform Grant Guidance (2 CFR Part 200), in their entirety. It is also subject to the attached standard conditions and such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

This award is a cost-reimbursement agreement for satisfactory performance of eligible activities. Requests for reimbursement may be submitted quarterly or monthly as designated in the Financial Section of this Agreement. Requests for reimbursement will be processed in conjunction with receipt and review of programmatic performance reports to determine successful completion of minimum performance for deliverables. Expenditures must be supported with documentation and verified during annual monitoring. Failure to comply with provisions of this Agreement, or failure to meet minimum performance specified in the Agreement will result in required corrective action up to and including project costs being disallowed, withholding of federal funds and/or termination of the project, as specified within the terms of the Agreement and OMB Uniform Guidance 200.338 - 200.342.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the County.

Signature of the Subgrantee's Authorized Official

(Date)

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number **2018SVWX0056**, in the amount of **\$465,994** for a project entitled, Broward County School Violence Prevention Program, for the period of **10/01/2018** through **09/30/2020**, to be implemented in accordance with the approved subgrant application, and subject to the County's Standard Conditions and any special conditions governing this subgrant.

This subaward requires that the Subrecipient adhere to the following:

No recipient or Subrecipient, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to restrict, the reporting of waste, fraud or abuse in accordance with the law to a department or agency authorized to receive such information. This is not intended to contravene requirements applicable to classified, sensitive or exempt information.

In accepting this award, the Subgrantee certifies that it neither requires nor has required employees or contractors to sign such internal confidentiality agreements or statements.

The Subrecipient (SBBC) undertakes a review to validate its compliance with 8 U.S.C. § 1373. If determined to be in compliance at the time of review, the Subrecipient (SBBC) must submit documentation that contains a validation to that effect and includes an official legal opinion from counsel (including related legal analysis) adequately supporting the validation.

If the Subrecipient (SBBC) determines it is not in compliance at the time of review, sufficient and effective steps must be taken to bring the Broward County Board of Commissioners into compliance. They will thereafter submit documentation that details the steps taken, which will contain a validation that the Broward County Board of Commissioners has come into compliance and includes an official legal opinion from counsel (including related legal analysis).

Signature of the Subgrantee's Authorized Official

Judith Marte, Chief Financial Officer

Date of Acceptance

ATTESTATIONS AND CERTIFICATIONS

This form is required to be completed by the authorized official, or authorized official designee, of all Subgrantee units of government receiving Department of Justice (COPS) program federal pass-through funding from Broward County. In accepting this subaward, the subgrantee certifies that it will comply with the requirements set forth below and/or any other requirements of the subaward. Failure to do so may result in a hold or freeze on the drawdown of federal funds, and/or suspension or termination of the Agreement.

Procurement Standards: The Subgrantee, through its authorized representative, certifies the unit of government below has written procurement policies and standards that are compliant with the requirements set forth in the Office of Management and Budget (OMB) Uniform Requirements, 2 C.F.R. §§ 200.317-326, and OJP Financial Guide, Section 3.8. Additionally, the Subgrantee assures these policies and standards will be utilized for all federal grant related procurement activities

Conflict of interest: Decisions related to use of these grant funds must be free of undisclosed personal organizational conflicts of interest, both in fact and in appearance. The subgrantee, through its authorized representative, certifies the unit of government below is compliant with OMB Uniform Requirements, 2 C.F.R. § 200.112, and OJP Financial Guide Section 3.21 regarding Conflict of Interest, and will notify the County's Grants Office, in writing of any potential conflicts of interest in accordance with this Agreement. The recipient must disclose in a timely manner, in writing, all violation of state or federal criminal law involving fraud, bribery, or gratuity violations.

Organization Name: The School Board of Broward County, Florida
Subaward Number 2018SVWX0056 #-01

Signature of the Subgrantee's Authorized Official

Judith Marte, Chief Financial Officer

Date of Acceptance

MANDATORY ASSURANCES

As a condition precedent to receiving this subaward, Subrecipient assures County and the United States that all school safety programs funded in whole or in part by DOJ COPS Funds will be conducted and operated in compliance with 28 C.F.R. §§ 42.105 and 42.204.

Subrecipient shall require all persons or entities that participate in the implementation or operation of such school safety programs, including subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants, to provide written assurances that they will comply with 28 C.F.R. §§ 42.105 and 42.204.

Failure by Subrecipient to carry out any of these requirements, including all provisions of 28 C.F.R. §§ 42.105 and 42.204, shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward Administrative Code, or under other applicable law, all such remedies being cumulative.

Further, such material breach shall permit the United States to seek judicial enforcement of these mandatory assurances and all other obligations required under 28 C.F.R. §§ 42.105 and 42.204. For purposes of these assurances, the term Subrecipient shall include any other department, agency, or office of the same governmental unit as The School Board of Broward County, Florida if the policies of such department, agency, or office substantially affect the school safety programs or any other project funded in whole or in part by this subaward.

Organization Name: The School Board of Broward County, Florida
Subaward Number 2018SVWX0056 #-01

Signature of the Subgrantee's Authorized Official

Judith Marte, Chief Financial Officer

Date of Acceptance