



**U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division**

Secure Our Schools

Treasury Account Symbol (TAS) 15X0406

Grant #: 2011CKWX0062

ORI #: FL05602

Applicant Organization's Legal Name: Port St. Lucie, City of

OJP Vendor #: 596141662

DUNS#: 025204173

Law Enforcement Executive: Chief of Police Brian E. Reuther

Address: 121 Southwest Port Saint Lucie Blvd.
Building C

City, State, Zip Code: Port Saint Lucie, FL 34984

Telephone: (772) 344-4278

Fax: (772) 871-5251

Government Executive: Mayor JoAnne Faiella

Address: 121 Southwest Port Saint Lucie Blvd.
Building A

City, State, Zip Code: Port Saint Lucie, FL 34984

Telephone: (772) 871-5159

Fax: (772) 871-7382

Award Start Date: 9/1/2011

Award End Date: 8/31/2013

Award Amount: \$ 78,447.00

Bernard Melekian
Director

SEP 8 2011

Date

By signing this Award Document, the grantee agrees to abide by all 19 Grant Terms and Conditions on the reverse side of this document and the attached pages:

Brian E. Reuther
Chief of Police

Date

JoAnne Faiella
Mayor

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID:
106101

U.S. Department of Justice
Office of Community Oriented Policing Services
2011 Secure Our Schools (SOS) Grant Terms and Conditions

By signing the Award Document to accept this Secure Our Schools grant, your agency agrees to abide by the following grant conditions:

1. Grant Owner's Manual. The grantee agrees to comply with the terms and conditions in the 2011 COPS Secure Our Schools Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); other representations made in the grant application for the SOS Program; and all other applicable program requirements, laws, orders, regulations, or circulars.

2. Assurances and Certifications. The grantee acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its Secure Our Schools application.

3. Allowable Costs. The funding under this project is for the payment of up to 50 percent of approved costs to improve school safety and security at schools and on school grounds. The allowable costs for which your agency's grant has been approved are limited to those listed on the Financial Clearance Memorandum (FCM) and Final Funding Memorandum (FFM), which are included in your agency's award packet.

The FFM specifies the exact items/services that your agency is allowed to fund with your Secure Our Schools grant. The FCM species the overall amount approved for each budget request category. Both documents describe any costs, which have been disallowed after review of your proposed budget. **Your agency may not use Secure Our Schools grant funds for any costs that are not identified as allowable in the FCM and FFM.**

4. Travel Costs. Travel costs for transportation, lodging and subsistence, and related items are allowable under the Secure Our Schools program with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. Part 225 (OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments), 2 C.F.R. Part 220 (OMB Circular A-21, Cost Principles for Educational Institutions), 2 C.F.R. Part 230 (OMB Circular A-122, Cost Principles for Non-Profit Organizations), and 48 C.F.R. Part 31.000, et seq. (FAR-31.2, Cost Principles for Commercial Organizations), as applicable.

5. Supplementing, Not Supplanting. State, local, and tribal governments must use Secure Our Schools grant funds to supplement, and not supplant, state, local, or BIA funds that are already committed or otherwise would have been committed for grant purposes (hiring, training, purchases, and/or activities) during the grant period. In other words, grantees may not use COPS funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS-funded item(s) in the absence of the COPS grant.

6. Extensions. Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do not provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award.

7. Modifications. Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its Secure Our Schools award. Grant modifications under the Secure Our Schools program are evaluated on a case-by-case basis. All modification requests involving the purchase of new budget items must be approved, in writing, by the COPS Office prior to their implementation. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

8. Evaluations. The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Secure Our Schools program. The grantee agrees to cooperate with the monitors and evaluators.

9. Reports. To assist the COPS Office in the monitoring of your award, your agency will be responsible for submitting periodic programmatic progress reports and quarterly financial reports.

10. Federal Civil Rights Laws. As a condition of receipt of federal financial assistance, you acknowledge and agree that you will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the ground of race, color, religion, national origin (which includes providing limited English proficient persons meaningful access to your programs), sex, disability or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Americans with Disabilities Act (ADA) of 1990, as amended (42 U.S.C. §§ 12101-12213, 47 U.S.C. §§ 225, 611); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.); and the corresponding DOJ regulations implementing those statutes at 28 C.F.R. part 42 (subparts C, D, E, G and I); regulations implementing the ADA, as revised (28 C.F.R. parts 35 and 36; 29 C.F.R. parts 1630, 1640, 1641; 47 C.F.R. §§ 64.601-606, 611, and 613; 49 C.F.R. parts 37 and 38). You also agree to comply with Executive Order 13279 Equal Treatment for Faith-Based Organizations and its implementing regulations at 28 C.F.R. Part 38, which requires equal treatment of religious organizations in the funding process and nondiscrimination of beneficiaries by Faith-Based organizations on the basis of belief or non-belief.

11. Equal Employment Opportunity Plan (EEO). All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

12. Grant Monitoring Activities. Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Grant monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Secure Our Schools grantee, you agree to cooperate with and respond to any requests for information pertaining to your grant.

13. Criminal Intelligence Systems. Grantees using Secure Our Schools funds to operate an interjurisdictional criminal intelligence system must comply with operating principles of 28 C.F.R. Part 23. The grantee acknowledges that it has completed, signed and submitted with its grant application the relevant Special Condition certifying its compliance with 28 C.F.R. Part 23.

14. Sole Source Justification. Grantees who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$100,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down grant funds for that item.

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2011 Secure Our Schools (SOS) Grant Terms and Conditions

15. Employment Eligibility. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

16. False Statements. False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.

17. Additional High-Risk Grantee Requirements. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the awarding agency determines that the recipient is a high-risk grantee (28 C.F.R. Parts 66 and 70).

18. Central Contractor Registration and Universal Identifier Requirements. The Office of Management and Budget requires federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 C.F.R. 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. **Central Contractor Registration (CCR)** means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
2. **Data Universal Numbering System (DUNS) number** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. **Entity**, as it is used in this award term, means all of the following, as defined at 2 C.F.R. part 25, subpart C:
 - a. A governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
4. **Subaward:**
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ___210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. **Subrecipient** means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the federal funds provided by the subaward.

19. Reporting Subaward and Executive Compensation. The Office of Management and Budget requires federal agencies to include the following standard award term in all grants and cooperative agreements made on or after October 1, 2010:

a. Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. **Where and when to report.**
 - i. You must report each obligating action described in paragraph a.1. of this award term to www.fsrs.gov.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities

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2011 Secure Our Schools (SOS) Grant Terms and Conditions

Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1 of this award term:
- i. As part of your registration profile at www.ccr.gov.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward.

For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. *Subawards, and*
- ii. *The total compensation of the five most highly compensated executives of any subrecipient.*

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:
- i. A Governmental organization, which is a state, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ___210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.



U. S. Department of Justice
Community Oriented Policing Services

Grants Administration Division
Secure Our Schools

145 N Street, N.E.
Washington, DC 20530

Memorandum

To: Chief of Police Brian E. Reuther
Port St. Lucie, City of

From: Andrew A. Dorr, Assistant Director for Grants Administration
Judith Williford, Grant Program Specialist
Budget Prepared By: John Wells, Grant Program Specialist

Re: Secure Our Schools Financial Clearance Memo

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions/Adjustments are noted below.

OJP Vendor #: 596141662

ORI #: FL05602

DUNS #: 025204173

Grant #: 2011CKWX0062

<u>Budget Category</u>	<u>Proposed Budget</u>	<u>Approved Budget</u>	<u>Adjustments</u>	<u>Disallowed/Adjusted - Reasons/Comments</u>
Personnel	\$84,448.00	\$84,448.00	\$0.00	
Fringe Benefits	\$62,191.00	\$62,191.00	\$0.00	
Travel/Training	\$5,830.00	\$5,830.00	\$0.00	
Supplies	\$525.00	\$525.00	\$0.00	
Equipment	\$5,340.00	\$3,900.00	\$1,440.00	Unallowable
Direct Costs:	\$158,334.00	\$156,894.00	\$1,440.00	
Grand Total	\$158,334.00	\$156,894.00	\$1,440.00	
Grand Total:	Federal Share:	\$ 78,447.00		
	Applicant Share:	\$ 78,447.00		

Cleared Date: 8/31/2011

Overall Comments:

The total project cost was reduced by \$1,440 due to unallowable cost for aircard with airtime. No contact was made.



**Secure Our Schools
Final Funding Memo**
U.S. Department of Justice, Office of Community Oriented Policing Services

Legal Name: Port St. Lucie, City of
Grant Number: 2011CKWX0062

ORI: FL05602
Date: September 22, 2011

<u>Travel/Training</u>	<u>Quantity</u>	<u>Cost/Item</u>	<u>Total Item Cost</u>	<u>Amount Disallowed</u>	<u>Total Allowed</u>	<u>Reason Disallowed/Adjusted</u>
CEPTED Training TBD	1	\$ 1,295.00	\$ 1,295.00	\$ 0.00	\$ 1,295.00	
FL Gang Training Workshop - TBD	1	\$ 1,035.00	\$ 1,035.00	\$ 0.00	\$ 1,035.00	
FASRO Training Orlando, FL	4	\$ 875.00	\$ 3,500.00	\$ 0.00	\$ 3,500.00	
Total:				\$ 0.00	\$ 5,830.00	

<u>Supplies</u>	<u>Quantity</u>	<u>Cost/Item</u>	<u>Total Item Cost</u>	<u>Amount Disallowed</u>	<u>Total Allowed</u>	<u>Reason Disallowed/Adjusted</u>
Operating Supplies	1	\$ 525.00	\$ 525.00	\$ 0.00	\$ 525.00	
Total:				\$ 0.00	\$ 525.00	

<u>Personnel</u>	<u>Quantity</u>	<u>Cost/Item</u>	<u>Total Item Cost</u>	<u>Amount Disallowed</u>	<u>Total Allowed</u>	<u>Reason Disallowed/Adjusted</u>
SOS Coordinator - Year 2	1	\$ 42,848.00	\$ 42,848.00	\$ 0.00	\$ 42,848.00	
SOS Coordinator - Year 1	1	\$ 41,600.00	\$ 41,600.00	\$ 0.00	\$ 41,600.00	
Total:				\$ 0.00	\$ 84,448.00	

<u>Fringe Benefits</u>	<u>Quantity</u>	<u>Cost/Item</u>	<u>Total Item Cost</u>	<u>Amount Disallowed</u>	<u>Total Allowed</u>	<u>Reason Disallowed/Adjusted</u>
SOS Coordinator - Year 1	1	\$ 30,953.00	\$ 30,953.00	\$ 0.00	\$ 30,953.00	
SOS Coordinator - Year 2	1	\$ 31,238.00	\$ 31,238.00	\$ 0.00	\$ 31,238.00	
Total:				\$ 0.00	\$ 62,191.00	

<u>Equipment</u>	<u>Quantity</u>	<u>Cost/Item</u>	<u>Total Item Cost</u>	<u>Amount Disallowed</u>	<u>Total Allowed</u>	<u>Reason Disallowed/Adjusted</u>
Printer	1	\$ 200.00	\$ 200.00	\$ 0.00	\$ 200.00	
Aircard	1	\$ 1,440.00	\$ 1,440.00	\$ 1,440.00	\$ 0.00	Unallowable
Cameras w/ Accessories	4	\$ 500.00	\$ 2,000.00	\$ 0.00	\$ 2,000.00	
Laptop	1	\$ 1,700.00	\$ 1,700.00	\$ 0.00	\$ 1,700.00	
Total:				\$ 1,440.00	\$ 3,900.00	

