

Lee County Board Of County Commissioners

Agenda Item Summary

Blue Sheet No. 20040627

- 1. **REQUESTED MOTION:** Authorize signature of Chairman to apply for the Edward Byrne Memorial State and Local Assistance funds for the multi-jurisdictional Combined Law Enforcement Against Narcotics Task Force (C.L.E.A.N. Task Force) in the amount of \$323,543.

**ACTION REQUESTED:** The LCSO requests that the Chairman authorize C.L.E.A.N. grant application.

**WHY ACTION IS NECESSARY:** The grant requires the signature of the government executive.

**WHAT ACTION ACCOMPLISHES:** Affords the Lee County Sheriff's Office the opportunity to procure funds for C.L.E.A.N. Task Force.

2. **DEPARTMENTAL CATEGORY:**  
COMMISSION DISTRICT #

Countywide

C15B

3. **MEETING DATE:**

06-01-2004

4. **AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. **REQUIREMENT/PURPOSE:**  
(Specify)

- STATUTE
- ORDINANCE
- ADMIN.
- CODE
- OTHER

6. **REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT
- C. DIVISION Lee County Sheriff's Office

BY: *[Signature]*

7. **BACKGROUND:**

Each year the Edward Byrne Memorial State and Local Assistance funds are allocated to Lee County for use by local units of government. These funds are used to implement local drug-control and system-improvement projects designed to reduce the production, transfer and use of controlled substances, reduce the incidence of drug-related violent crime, and make improvements to the criminal justice system. Past funding has gone to support the C.L.E.A.N. Task Force coordinated by the Lee County Sheriff's Office.

On July 11, 1990, the Lee County Board of Commissioners appointed the Lee County Coalition for a Drug Free Southwest Florida as the Substance Abuse Advisory Board for the purposes authorized under F.A.C. Rule Chapter 9G-16. In addition to defining the nature and extent of the drug problem in Lee County, the Substance Abuse Advisory Board is responsible for recommending countywide drug control strategies addressing those needs.

8. **MANAGEMENT RECOMMENDATIONS:**

9. **RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services	G County Manager								
				<i>[Signature]</i>	<table border="1"> <tr> <td>OA</td> <td>OM</td> <td>Risk</td> <td>GC</td> </tr> <tr> <td><i>[Signature]</i></td> <td><i>[Signature]</i></td> <td><i>[Signature]</i></td> <td><i>[Signature]</i></td> </tr> </table>	OA	OM	Risk	GC	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
OA	OM	Risk	GC											
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>											

10. **COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: 5/20/04  
Time: 2:25  
Forwarded To: 5/20/04 4:30 pm

RECEIVED BY  
COUNTY ADMIN  
5/20/04  
2:35 pm 347  
COUNTY ADMIN  
FORWARDED TO  
5/20/04  
1430

**Application for Funding Assistance  
Florida Department of Law Enforcement  
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program**

**Please read instructions before completing this application.**

- The term "**Department**", unless otherwise stated, refers to the **Department of Law Enforcement**.
- The term "**OCJG**" refers to the **Office of Criminal Justice Grants**.
- The term "**subgrant recipient**" or "**subgrantee**" refers to the governing body of a city, county, state agency, or an Indian Tribe that performs criminal justice functions as determined by the U.S. Secretary of the Interior.
- The term "**implementing agency**" is a subordinate agency of a city, county, state agency, or Indian Tribe, or an agency under the direction of an elected official (for example, Sheriff or Clerk of the Court). It may also be an entity eligible to be a subgrantee (ex. City of Live Oak)
- Instructions are incorporated in this document by reference.

<b>A. Subgrant Data</b>										
<b>1. This section to be completed by Subgrantee</b> Continuation of Previous Subgrant? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, enter CJ Contract # of Previous Subgrant <b>SFY 2004 CJ Contract #</b> 2004- CJ - J3 - 09 - 46 - 01 - 183	<b>2. This section to be completed by OCJG</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">Project ID #</td> <td style="width: 33%;">Program Area #:</td> <td style="width: 34%;">CFDA #: 16.579</td> </tr> <tr> <td colspan="3" style="text-align: center;"><b>SFY 2005 CJ Contract #</b></td> </tr> <tr> <td colspan="3" style="text-align: center;">2005 - CJ - _ - _ - _ - _ - _</td> </tr> </table>	Project ID #	Program Area #:	CFDA #: 16.579	<b>SFY 2005 CJ Contract #</b>			2005 - CJ - _ - _ - _ - _ - _		
Project ID #	Program Area #:	CFDA #: 16.579								
<b>SFY 2005 CJ Contract #</b>										
2005 - CJ - _ - _ - _ - _ - _										
<b>B. Applicant Information</b>										
<b>1. Subgrant Recipient (Subgrantee)</b>										
Name of Subgrant Recipient (Unit of Government): Lee County Government  Name of Chief Elected Official / State Agency Head: Honorable John Albion Title: Chairman, Lee County Board of County Commissioners  Address: Post Office Box 398  City, County, State, Zip Code: Fort Myers, Lee, Florida, 33902  E-mail Address: dist5@leegov.com	<b>County</b> <b>LEE</b>  <hr/> Area Code / Phone # (239) 335 2225 <hr/> <b>SUNCOM #</b> (239) 726 2225 <hr/> Area Code / Fax # (239) 335 2892									
<b>2. Chief Financial Officer of Subgrant Recipient (Subgrantee)</b>										
Name of Chief Financial Officer: Charlie Green  Title: Clerk of the Courts  Address: Post Office Box 398  City, County, State, Zip Code: Fort Myers, Lee, Florida, 33902  E-mail Address: leeclerk_info@leeclerk.org	<b>County</b> <b>LEE</b>  <hr/> Area Code / Phone # (239) 335 2646 <hr/> <b>SUNCOM #</b>  <hr/> Area Code / Fax # (239) 335 2440									
<b>3. Implementing Agency</b>										
Name of Implementing Agency: Lee County Sheriff's Office Name of Chief Executive Official / State Agency Head / Subgrantee representative (if a subordinate agency of the subgrant recipient): Rodney Shoap  Title: Sheriff of Lee County  Address: 14750 Six Mile Cypress Parkway  City, County, State, Zip Code: Fort Myers, Lee, Florida, 33912  E-mail Address: rshoap@sheriffleefl.org	<b>County</b> <b>LEE</b>  <hr/> Area Code / Phone # (239) 477 1000 <hr/> <b>SUNCOM #</b>  <hr/> Area Code / Fax # (239) 477 1030									

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<b>4. Project Director</b>	
Name of Project Director: Walter Johnson (Implementing Agency Employee)	<b>County</b> <b>LEE</b>
Title: Lieutenant	
Address: 12811 Kenwood Lane Suites 207 & 208	Area Code / Phone # (239) 477 1670
City, County, State, Zip Code: Fort Myers, Lee, Florida, 33907	<b>SUNCOM #</b>
E-mail Address: wrjohnson@sheriffleefl.org	Area Code / Fax # (239) 278 7511
<b>5. Contact Person N/A</b>	
Name of Contact Person: (if other than Project Director)	<b>County</b>
Title:	
Address:	Area Code / Phone #
City, County, State, Zip Code:	<b>SUNCOM #</b>
E-mail Address:	Area Code / Fax #
<b>6. Person Responsible For Financial Reporting (if known)</b>	
Name: Liz Handerhan	<b>County</b> <b>LEE</b>
Title: Finance	
Address: 14750 Six Mile Cypress Parkway	Area Code / Phone # (239) 477 1328
City, County, State, Zip Code: Fort Myers, Lee, Florida, 33912	<b>SUNCOM #</b>
E-mail Address: lhanderhan@sheriffleefl.org	Area Code / Fax # (239) 477 1347
<b>7. Person Responsible For Programmatic Performance Reporting (if known)</b>	
Name: Walter Johnson	<b>County</b>
Title: Lieutenant	
Address: 12811 Kenwood Lane Suites 207 & 208	Area Code / Phone # (239) 477 1670
City, County, State, Zip Code: Fort Myers, Lee, Florida, 33907	<b>SUNCOM #</b>
E-mail Address: wrjohnson@sheriffleefl.org	Area Code / Fax # (239) 278 7511
<b>8. Service Provider Contact Person N/A</b>	
Name:	<b>County</b>
Title:	
Address:	Area Code / Phone #
City, County, State, Zip Code:	<b>SUNCOM #</b>
E-mail Address:	Area Code / Fax #

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**C. Administrative Data**

1. Project Title: Combined Law Enforcement Against Narcotics Task Force
2. Identify the year of the project (I, II, III, etc.) XV
3. Project period

Start: October 1, 2004	End: September 30, 2005
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**D. Fiscal Data**

Remit Warrant to: (This may only be either the individual listed in B2 (Subgrantee CFO) or a designee in their office. If B2 is selected, do not reenter the contact information. This is only needed for designee.

B2  \_\_\_\_\_  
OR  
DESIGNEE \_\_\_\_\_  
Name:  
Title:  
Address:  
City, State, Zip  
Phone Number:

2. Is the subgrantee participating in the State of Florida Comptroller's Office **electronic transfer program**? (Reimbursement cannot be remitted to any entity other than the subgrantee.)  
Yes \_\_\_\_\_ No  \_\_\_\_\_

3. Frequency of Fiscal Reporting: Monthly \_\_\_\_\_ Quarterly  \_\_\_\_\_

4. Subgrant Recipient FEID #: 59-6000705 \_\_\_\_\_

5. State Agency SAMAS #: \_\_\_\_\_ N/A \_\_\_\_\_

6. Project Generated Income (PGI):  
Will the project earn PGI? (See Section G, Item 9.) Yes  No \_\_\_\_\_

7. Cash Advance: Will you request an advance?  
Yes \_\_\_\_\_ Amount \_\_\_\_\_ No  \_\_\_\_\_

If yes, a letter of request must be submitted with the application or prior to submission of the first claim for reimbursement. Amount requested must be justified and accepted by FDLE.

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**E. Project Narrative**

**1. Problem Identification:** Briefly describe a specific problem to be addressed with subgrant funds in terms of Problem Description, Problem Significance and Needs Assessment, as described in the application instructions. Continue narrative on a second page if necessary. Do not exceed two pages. Use a readable size font, per instructions.

**Problem Identification**

It is essential that Lee County continue its multi-jurisdictional task force to combat increasing drug trafficking and related narcotics violations and specifically target mid-level violators.

A multi-jurisdictional task force comprising the Lee County Sheriff's Office, Fort Myers Police Department, Cape Coral Police Department and the State Attorney's Office allows local enforcement to fight increased drug trafficking and related narcotics violations on a countywide basis. This joint approach eliminates jurisdictional boundaries and increases cooperation and intelligence gathering between agencies. Working together, the task force has identified and investigated a number of budding urban gangs. Continuation of this task force sends a message that criminal behavior will not be tolerated in this county.

This operation fills a gap between local and federal law enforcement efforts. Local narcotics and vice units combat street-level drug crimes, while federal officers target major importer and smugglers. The multi-jurisdictional task force takes on mid-level violators who otherwise would slip through the cracks. These are criminals who are beyond the ability of local investigators and not significant enough to warrant federal investigation. The task force also benefits both local and federal efforts in identifying violators suited to their investigative abilities. This project's ultimate goal is to drive drug violators out of the county. While we may never completely eradicate drug violators, we can stifle their efforts with constant pressure, preventing the resurgence of old groups and emergence of new groups.

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**2. Project Description:** Briefly describe proposed project activities. Refer to Appendix II, Part 1, Pages 1-3 for a description of eligible project areas). You should include project goals, administration, enhancement/expansion, staff, service providers, clients or other participants, equipment, location, and expected project results, as described in the application instructions

This section should address the basic points of who, what, when, where, and how. Continue on additional pages if necessary; do not exceed three pages.

Fourteen years ago, the Lee County sheriff and chiefs of police from Cape Coral and Fort Myers recognized the need for a multi-jurisdictional task force to combat increasing drug trafficking and related narcotics violations and specifically target mid-level violators. The agencies forged a resolution of intent on May 24, 1990, and created the Combined Law Enforcement Against Narcotics Task Force - C.L.E.A.N. - to serve all of Lee County.

C.L.E.A.N. is under the direction of the Lee County Sheriffs Office and led by an executive board of directors. The task force is staffed by a unit director, a crime analyst and four agents from participating agencies. The "combined" feature of the task force allows it to call upon the human resources of any member agency for additional support.

C.L.E.A.N. leases a building separate from the Lee County Sheriffs Office and any other participating agency. The site provides workstations for task force members as well as a bridging room to plan raids. The task force deploys specialized investigative and covert surveillance equipment. Any equipment that the task force does not have could be available from a local, state or federal agency.

As sworn deputies of Sheriff Rod Shoap, C.L.E.A.N. Task Force agents have jurisdiction throughout Lee County. Their scope of operations will include all Lee County locations where drug activity has been detected and has the potential to negatively impact the citizens of the county. Drug violators identified as midlevel sources of supply and/or demand are of primary concern to the task force.

The task force is concerned with identifying, investigating and arresting drug criminals who make their living from the drug trade. Methods of investigation include undercover infiltration, historical documentation, reverse sting, buy-bust operations and joint investigations with other local, state or federal drug investigation organizations. C.L.E.A.N. conducts operations continuously by acting on citizen information, confidential informant information and self-initiated investigations into potential drug dealings. On average, C.L.E.A.N. initiates more than one investigation a week.

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The task force is an ongoing operation. Criminal investigations, like those specific to the task force, tend to develop a life of their own; therefore, it is part of the investigative technique to induce criminal defendants to identify their sources of supply in the hope of locating an even larger target. Major activities establish their own time frames dependent upon the complexity of the operation and the person(s) identified with it.

C.L.E.A.N. is directly related to other county and statewide efforts to reduce drug crimes through sharing of information and joint operations. It also has the support of local organizations such as the Coalition for a Drug Free Lee County.

The agent from the State Attorney's Office will provide the same tasks as certified personnel staff from participating law enforcement agencies and assist with any questions the prosecution staff may have on individuals apprehended by the C.L.E.A.N. Task Force. The C.L.E.A.N. Task Force Agreement between the Lee County Sheriff's Office, Cape Coral Police Department, Fort Myers Police Department and the State Attorney's Office will remain in effect until Sept. 30, 2006.

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**3. Program Objectives and Performance Measures:** Up to three types of objectives may be included in this section of your subgrant application, i.e., Uniform Objectives, Project-Specific Objectives and Self-Generated Objectives. If you are proposing a project in one of the Authorized Program Areas with no Uniform Objectives, contact FDLE, Office of Criminal Justice Grants, at (850) 410-8700 for further guidance. Continue on a second page if necessary.

- a. List the number and title of the Program Area to be addressed. Refer to Appendix II, Part II, for a listing of authorized program areas. (Select only 1 Program Area)

002

Multi-Jurisdictional Task Force

(#)

(Title)

- b. List Uniform Objectives first, followed by any other appropriate objectives you may wish to address. If additional objectives are included, please identify whether they are Project Specific or Self-Generated Objectives. Uniform and Project Specific Objectives form the basis for collection of data and quarterly performance reporting.

Uniform Objectives (Mandatory, copy as worded for the program area addressed and include all appropriate questions. Include Objectives from only 1 program area, Objectives from a different program area could be included as Project Specific Objectives).

002.01 Arrest 60 offenders for the commission of drug offenses.

During this reporting period, how many offenders were arrested for drug offenses?

002.02 Seize 4,000 grams of powder or crack cocaine.

During this reporting period, how many grams of powder or crack cocaine were seized?

002.03 Seize 100 pounds of marijuana, excluding marijuana plants seized through eradication operations.

During this reporting period, how many pounds of marijuana were seized, excluding marijuana plants seized through eradication operations?



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002.04 Seize 300 grams of dangerous drugs, LSD, PCP, barbiturates, amphetamines, etc.

During this reporting period, how many grams of dangerous drugs were seized?

002.06 Arrest 2 offenders for cultivation and/or manufacturing of marijuana during the grant period.

During this reporting period, how many offenders were arrested for cultivation and/or manufacturing of marijuana?

002.07 Destroy 100 marijuana plants.

During this reporting period, how many marijuana plants were destroyed?

002.08 Conduct 50 drug-related investigations.

During this reporting period, how many drug-related investigations were conducted?

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4. **Activity Implementation Schedule.** Complete the Activity Implementation Schedule showing when activities in the Program Description will commence and how the project will progress. This chart benchmarks planned activities, both administrative and programmatic. An "X" has been inserted for reports with mandatory due dates for all projects. Place an additional "X" to indicate times applicable to your project, as illustrated for quarterly program reports. Make a detailed listing of key activities under the heading "Programmatic Activities." Your Quarterly Performance Reports will be reviewed against this schedule.

**Subgrant Period** (October 1, 2004 – September 30, 2005)

**Administrative Activities**

ACTIVITY	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Submit Financial Reimbursement Requests	04 X			05 X			05 X			05 X		
Submit Financial Closeout Package	04 X											
Submit Quarterly Program Reports	X (04)			X (05)			X (05)			X (05)		
Submit Quarterly PGI Reports (If applicable)	04 X											

**Programmatic Activities**

(Continue on a second page if necessary.)

Be sure to include activities mentioned in the Project Description

ACTIVITY	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Meet with Executive Board	X	X	X	X	X	X	X	X	X	X	X	X
Review Program Objective	X						X					
Conduct Enforcement Operations	X	X	X	X	X	X	X	X	X	X	X	X
Review & Submit Monthly Time Sheets & Financials	X	X	X	X	X	X	X	X	X	X	X	X

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**F. Project Budget**

**1. Budget Schedule**

- a. The Project Budget Schedule includes five Budget Categories (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay, and Indirect Costs) and Total Project Costs. Total Local Match must be a minimum of 25% of the Total Budget.
- b. Enter the amount of federal, matching, and total funds by budget category that you will use to support project activities. Enter dollar amounts only in applicable categories based on totals from the Budget Narrative and leave others blank. Total Local Match must be a minimum of 25 percent of the Total Budget.
- c. Show all figures rounded to the next highest dollar; do not include cents.  
 (Example \$4,505.25 as \$4,506).

**Type or Print Dollar Amounts Only in Applicable Categories and Leave Others Blank.**

Budget Category	Federal	Match	Total
Salaries And Benefits	<b>\$295,043</b>	<b>\$98,348</b>	<b>\$393,391</b>
Contractual Services			
Expenses	<b>\$28,500</b>	<b>\$57,117</b>	<b>\$85,617</b>
Operating Capital Outlay			
Indirect Costs			
Totals	<b>\$323,543</b>	<b>\$155,465</b>	<b>\$479,008</b>

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**2. Budget Narrative**

- a. The Project Budget Narrative may reflect costs in any of the five budget categories (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay (OCO), Indirect Costs). The Total Project Costs should be included.
- b. You must describe the line items for each applicable budget category for which you are requesting subgrant funding. Provide sufficient detail to show cost relationships to project activities. Reimbursements will only be made for items clearly identified in the budget narrative.
- c. Costs must not be allocated or included as a cost to any other federally financed program.

(Continue on additional pages if necessary.)

Please respond to the following five items before providing the details of the Budget Narrative.

1. Source of match must be cash and represent no less than twenty-five (25) percent of the project's cost.
  - a. Identify your specific sources of matching funds.  
Matching funds for this grant are derived from County General Revenue Funds.
  - b. Is match available at the start of the grant period?  
Yes.
  - c. If match will be provided from a source other than the subgrant recipient or the implementing agency, how will the match be tracked and verified? (The subgrantee is responsible for compliance.)
2. If Salaries and Benefits are included in the budget as Actual Costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the initial year?  
No: \_\_\_\_\_ If no, please explain.  
  
Yes:   X   If yes, please list number and title of position and type of benefits.  
  
There has been a salary increase due to merit and cost of living projections, and a decrease in benefits due to one employee being covered by outside insurance.
3. Indicate the OCO threshold established by the subgrantee. \$ 750.00

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4. If Indirect Cost is included in your budget please indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

There will be no indirect cost included in the budget.

5. If the budget includes services based on unit costs, be sure to provide a definition and cost for each service as part of the budget narrative for contractual services. Provide the following information.

- a. What is the basis for the unit costs?

N/A

- b. How recently was the basis established or updated?

N/A

#### ANNUAL SALARIES AND BENEFITS

The C.L.E.A.N. Task Force is composed of six personnel from four law enforcement agencies. Each agency has established its own base salary and benefits values for a specific position. The following information has been compiled to accommodate requirements for the block grant and continues the net personnel increase established during the initial year of the grant program.

AGENCY	POSITION	SALARY	BENEFITS	TOTAL
Lee County Sheriff's Office	Unit Director	\$68,064	\$29,340	\$97,404
	Agent	\$50,816	\$24,574	\$75,390
	Crime Analyst	\$29,246	\$4,486	\$33,732
State Attorney's Office	Agent	\$48,816	\$20,318	\$69,134
Cape Coral Police Dept.	Agent	\$39,666	\$15,700	\$55,366
Fort Myers Police Dept.	Agent	\$47,094	\$11,407	\$58,501
Investigator overtime		\$3,000	\$864	\$3,864
<b>TOTAL SALARIES AND BENEFITS:</b>		<b>\$286,702</b>	<b>\$106,689</b>	<b>\$393,391</b>

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Explanation of benefits	POSITION	FICA	RETIREMENT	HEALTH LIFE/DENTAL
Lee County Sheriff's Office	Unit Director	\$5,207	\$12,612	\$11,520
	Agent	\$3,887	\$9,416	\$11,270
	Crime Analyst	\$2,237	\$2,161	\$88
State Attorney's Office	Agent	\$3,734	\$9,046	\$7,538
Cape Coral Police Dept.	Agent	\$3,034	\$6,662	\$6,004
Fort Myers Police Dept.	Agent	\$3,603	\$3,767	\$4,037
Investigator overtime		\$230	\$634	N/A

**FICA:** fixed at 7.65% for all agencies.  
**Retirement:** 18.53% for the Lee County Sheriff's Office Unit Director and Agent, and 7.39% for the Crime Analyst. The State Attorney's Office is at 18.53%, Fort Myers Police Department is at 8.00% and Cape Coral Police Department is at 16.80%.  
**Health and Dental:** Fixed rates through each agency individual benefit plan.  
**Life Insurance:** 0.49% for Lee County Sheriff's Office Unit Director, 0.245% for Lee County Sheriff's Office Agent and Crime Analyst, \$7.97 per month for State Attorney's Office employees, 0.28% for Fort Myers Police Department employees and 1.2% for Cape Coral Police Department employees.

**JOB REQUIREMENTS**

- Unit Director: Must have experience in supervision and management of personnel and the ability to direct the activities of undercover narcotic investigators. Must be able to collect and report data and interact with other law enforcement agencies.
- Field Agent: Must have experience in the detection, investigation and development of cases involving narcotic violations. Must be able to prepare and present a criminal case for prosecution.
- Crime Analyst: Must be able to collect and store data in a variety of automated data systems. Must be able to use common clerical office equipment and perform routine office functions.

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**EXPENSES**

Building lease	\$19,913
Undercover vehicle rentals	\$35,640
Office supplies	\$1,500
Telephone expenses	\$3,000
Office equipment (non-capital)	\$600
Maintenance and repair	\$1,000
Fuel for undercover vehicles	\$3,850
Uniform parts	\$1,000
Autotrack On-Line Information System	\$2,500
Publication and Association dues	\$500
Reports: Preparation, printing and photographs	\$900
Program related meetings and travel	\$2,333
Training	<u>\$12,881</u>

**TOTAL EXPENSES: \$85,617.00**

Note: Purchasing methods used will conform to existing laws and regulations.

**SOURCE OF MATCHING FUNDS:**

Matching funds for this grant are derived from county funds and governmental contributions, along with \$20,000 from the Lee County Sheriff's Office asset forfeiture funds.

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**G. Conditions of Acceptance and Agreement**

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 16 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) *Financial Guide* and *Byrne Program Guidance Document* as well as Florida laws and regulations including the Florida Administrative Code Chapter 11D-9, Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program.**

**2. Allowable Costs**

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles of allowability and standards for selected cost items set forth in the *OJP Financial Guide*, U.S. Department of Justice Common Rule for State And Local Governments and federal *OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments"*, or *OMB Circular A-21, "Cost Principles for Educational Institutions"*.
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice *Common Rule for State and Local Governments*, or *OMB Circular A-110* and Florida law to be eligible for reimbursement.

**3. Reports**

**a. Project Performance Reports**

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to OCJG by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date. In addition, if the subgrant award period is extended beyond the "original" project period, additional *Quarterly Project Performance Reports* shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate and timely may result in sanctions, as specified in item 16 of Section G, performance of Agreement Provisions.

- (2) Report Contents: Performance reports must include both required sections, the quantitative response (in response to specific objectives and measures) and the qualitative narrative. The narrative must reflect on accomplishments for the quarter, incorporate specific items specified for inclusion in performance measures, and also identify problems with project implementation and address actions being taken to resolve the problems.

**b. Financial Reports**

- (1) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Financial Claim Report to the OCJG. Monthly Financial Claim Reports (1-11) are due thirty-one (31) days after the end of the reporting period. Quarterly Financial Claim Reports (1-3) are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Financial Claim Reports shall be submitted. A final Financial Claim Report and a Criminal Justice Contract (Financial) Closeout Package shall be submitted to OCJG within forty-five (45) days of the subgrant termination period. Such claim shall be distinctly identified as "final".
- (2) All claims for reimbursement of subgrant recipient costs shall be submitted on the Financial Claim Report Forms prescribed and provided by the Office of Criminal Justice Grants. A subgrant recipient shall submit either monthly or quarterly claims in order to report current project costs. Reports are to be submitted even when no reimbursement is being requested.
- (3) All claims for reimbursement shall be submitted in sufficient detail for proper pre-audit and post-audit.



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(4) Before the "final" claim will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

(5) The subgrant recipient shall submit Quarterly Project Generated Income Reports to OCJG by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date covering subgrant project generated income and expenditures during the previous quarter. (See Item 10, Program Income.)

**c. Other Reports**

The subgrant recipient shall submit other reports as may be reasonably required by OCJG.

**4. Fiscal Control and Fund Accounting Procedures**

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

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

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

**5. Payment Contingent on Appropriation**

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

**6. Obligation of Subgrant Recipient Funds**

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.

**7. Advance Funding**

Advance funding may be authorized for up to twenty-five (25) percent of the federal award for each project according to Section 216.181(16)(b), Florida Statutes, the OJP *Financial Guide*, and the U.S. Department of Justice *Common Rule for State and Local Governments*. Advance funding shall be provided to a subgrant recipient upon a written request to the Department justifying the need for such funds. This request, including the justification, shall be either enclosed with the subgrant application or submitted to the Department prior to the first request for reimbursement. Justification should address a 30/60/90-day need for cash based on the budgeted activities for the period.

**8. Reimbursement Subject to Available Funds**

The obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program funds.

**9. Travel and Training**

a. All travel reimbursement for out-of-state or out-of-grant-specified work area shall be based upon written approval of the Department prior to commencement of actual travel. Subgrant recipients shall obtain written approval from the Department for reimbursement of training costs and related travel prior to commencement of training, if the specific training was not listed in the approved budget. Subgrant recipients shall obtain written approval from the Department for reimbursement of travel costs for field trips that were not listed in the approved project description and budget.

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

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

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**10. Program Income (also known as Project Generated Income)**

Program income means the gross income earned by the subgrant recipient during the subgrant period, as a direct result of the subgrant award. Program income shall be handled according to the *OJP Financial Guide* and U.S. Department of Justice *Common Rule for State and Local Governments* (reference 31 CFR Part 206 - Management of Federal Agency Receipts, Disbursements, and Operation of The Cash Management Improvement Fund).

**11. Approval of Consultant Contracts**

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when their rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the *OJP Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments*, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts.

**12. Property Accountability**

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or request Department disposition.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the *OJP Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments* or the federal *OMB Circular A-110*. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

**13. Ownership of Data and Creative Material**

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the *OJP Financial Guide*, and the U.S. Department of Justice *Common Rule for State and Local Governments*, or the federal *OMB Circular A-110*.

**14. Copyright**

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

**15. Audit**

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal *OMB Circular A-133* and other applicable federal law. The contract for this agreement shall be identified in The Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of Sections 11.45 and 215.97, Florida Statutes, and Chapters 10.550 and 10.600, Rules of the Florida Auditor General.
- b. A complete audit report 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 shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the subgrant recipient.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.

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- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$300,000 in Federal awards during a fiscal year are exempt from the audit requirements of *OBM Circular A-133* for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or notification of non-applicability should be sent to the following address:

Florida Department of Law Enforcement  
Office of Criminal Justice Grants  
2331 Phillips Road  
Tallahassee, Florida 32308

**16. Performance of Agreement Provisions**

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

**17. Commencement of Project**

- a. If a project has not begun within sixty (60) days after acceptance of the subgrant award, the subgrant recipient shall send a letter to OCJG indicating steps to initiate the project, reason for delay and request a revised project starting date.
- b. If a project has not begun within ninety (90) days after acceptance of the subgrant award, the subgrant recipient shall send another letter to OCJG, again explaining the reason for delay and request another revised project starting date.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this agreement.

**18. Excusable Delays**

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

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arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:

- (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
  - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
  - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

**19. Extension of a Contract for Contractual Services**

Extension of a contract for contractual services between the subgrant recipient and a contractor (which includes all project budget categories) shall be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in the initial contract. Only one extension of the contract shall be acceptable, unless failure to complete the contract is due to events beyond the control of the contractor.

**20. Written Approval of Changes in this Approved Agreement**

Subgrant recipients shall obtain approval from the Department for major substantive changes. These include, but are not limited to:

- a. Changes in project activities, target populations, service providers, implementation schedules, designs or research plans set forth in the approved agreement;
- b. Budget deviations that do not meet the following criterion. That is, a subgrant recipient may transfer funds between budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget item; or,
- c. Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Department. Transfers do not allow for increasing the quantitative number of items documented in any approved budget item, i.e., increasing the quantity of equipment items in Operating Capital Outlay or Expense categories, or staff positions in the Salaries and Benefits category.)
- d. Under no circumstances can transfers of funds increase the total budgeted award.

**21. Disputes and Appeals**

- a. The Department shall make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

**22. Conferences and Inspection of Work**

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the privilege of visiting the project site to monitor, inspect and assess work performed under this agreement.

**23. Access To Records**

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for

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the purpose of audit and examination according to the OJP *Financial Guide*, and the U.S. Department of Justice *Common Rule for State and Local Governments*.

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

**24. Retention of Records**

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

**25. Signature Authority**

Both the Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative who sign Section I. Signature Page, have the authority to request changes to the approved agreement. The prior mentioned individuals have authority to sign or make amendments to the Sole Source and the ADP Justification forms. The Project Director has authority to submit requests for approval of specific travel, Financial and Performance Reports, with the exception of the Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

**26. Delegation of Signature Authority**

When the authorized official of a subgrant recipient or the implementing agency designates some other person signature authority for him/her, the chief officer or elected official must submit to the department a letter or resolution indicating the person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority. The letter must also specify the authority being delegated.

**27. Personnel Changes**

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrantee or Implementing Agency, Project Director, or Contact Person, the OCJG must be notified in writing with documentation to include appropriate signatures.

**28. Background Check**

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435, Florida Statutes shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to Chapter 435, F.S., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
  - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
  - (2) Such background investigations shall be conducted at the expense of the employing agency. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken

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by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

**29. Drug Court Projects**

- a. A Drug Court Project funded by the Byrne Formula Grant Program must contain the 10 key elements outlined in the U.S. Department of Justice, Office of Justice Programs, Drug Courts Program Office, program guidelines "Defining Drug Courts: The Key Components", January 1997. This document can be obtained from FDLE, Office of Criminal Justice Grants, at (850) 410-8700.
- b. To ensure more effective management and evaluation of drug court programs, the subgrant recipient agrees that drug court programs funded with this award shall collect and maintain follow-up data on criminal recidivism and drug use relapse of program participation. The data collected must be available to U.S. DOJ and FDLE upon request.

**30. Overtime for Law Enforcement Personnel**

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

**31. Criminal Intelligence System**

- a. The purpose of the federal regulation published in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies is to assure that subgrant recipients of federal funds for the principal purpose of operating a criminal intelligence system under the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq., as amended, use those funds in conformance with the privacy and constitutional rights of individuals.
- b. The subgrant recipient and a criminal justice agency that is the implementing agency agree to certify that they operate a criminal intelligence system in accordance with *Sections 802(a) and 818(c) of the Omnibus Crime Control and Safe Streets Act of 1968*, as amended and comply with criteria as set forth in *28 CFR Part 23 - Criminal Intelligence Systems Operating Policies* and in the Bureau of Justice Assistance's *Formula Grant Program Guidance*. Submission of this certification is a prerequisite to entering into this agreement.
- c. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or criminal justice agency operates a criminal intelligence system and does not meet Act and federal regulation criteria, they must indicate when they plan to come into compliance. Federal law requires a subgrant-funded criminal intelligence system project to be in compliance with the Act and federal regulation prior to the award of federal funds. The subgrant recipient is responsible for the continued adherence to the regulation governing the operation of the system or faces the loss of federal funds. The Department's approval of the subgrant recipient agreement does not constitute approval of the subgrant-funded development or operation of a criminal intelligence system.

**32. Confidential Funds**

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of OJP's Financial Guide is required from all projects that are involved with confidential funds from either Federal or matching funds. The signed certification must be submitted at the time of grant application.

**33. Equal Employment Opportunity (EEO)**

- a. No person, on the grounds of race, creed, color or national origin shall be excluded from participation in, be refused benefits of, or otherwise subjected to discrimination under grants awarded pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; and, Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, F, G and H.

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- b. The subgrant recipient and the implementing agency agree to certify that they either do or do not meet EEO program criteria as set forth in Section 501 of The Federal Omnibus Crime Control and Safe Streets Act of 1968, as amended and that they have or have not formulated, implemented and maintained a current EEO Program. Submission of this certification is a prerequisite to entering into this agreement. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have 120 days after the date this agreement was made to comply with the Act or face loss of federal funds subject to the sanctions in the Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and 28 CFR Section 42.207 Compliance Information).
- c. Any subgrant recipient or implementing agency receiving a single grant award for \$500,000 or more OR an aggregate of grant awards for \$1,000,000 or more during any 18 month period in federal funds, must have approval of its EEO Plan by the U.S. DOJ, Office for Civil Rights (OCR). The subgrantee shall submit its EEO Plan to FDLE, for submittal to the U.S. DOJ, OCR for approval. The submission shall be in both paper copy and electronic format. If the U.S. DOJ, OCR has approved an agency's EEO Plan during the two previous years, it is not necessary to submit another EEO Plan. Instead, the subgrantee need only send a copy of its approval letter from the OCR. However, if the EEO Plan approval is more than two years old, an updated Plan must be submitted.
- d. In the event a Federal or State court of Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

**34. Americans with Disabilities Act**

Subgrantees must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 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).

**35. Immigration and Nationality Act**

No public 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. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

**36. National Environmental Policy Act (NEPA)**

a. The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds,

- (1) New construction;
- (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
- (3) A renovation, lease, or any other 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; and
- (4) 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

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office, household, recreational, or educational environments.

- b. For any of a subgrantee's existing programs or activities that will be funded by these subgrants, the subgrantee, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with DOJ in any preparation by DOJ of a national or program environmental assessment of that funded program or activity.

**37. Non-Procurement, Debarment and Suspension**

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

**38. Federal Restrictions on Lobbying**

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by *Section 1352, Title 31, United States Code*. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. The undersigned certifies, to the best of his or her knowledge and belief, that:
- (1) No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
  - (2) If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.
  - (3) The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all subgrant recipients shall certify and disclose accordingly.

**39. State Restrictions on Lobbying**

In addition to the provisions contained in Item 38 of Section G, Conditions of Acceptance and Agreement, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

**40. "Pay -to-Stay"**

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

**41. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine**



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**Laboratories**

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. **General Requirement:** The subgrantee agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. **Specific Requirements:** The subgrantee understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrantee further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrantee understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

1. Provide medical screening of personnel assigned or to be assigned by the subgrantee to the seizure or closure of clandestine methamphetamine laboratories;
2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrantee to either the seizure or closure of clandestine methamphetamine laboratories;
3. As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
4. Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
5. Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs 5. and 6. immediately above in order to ensure proper compliance;
8. Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
9. Included among the personnel involved in seizing of clandestine methamphetamine laboratories, or have immediate access to, qualified personnel who can respond to the potential health needs of any offender(s)' children or other children present or living at the seized laboratory site. Response actions should include, at a minimum and as necessary, taking children into protective custody, immediately testing them for methamphetamine toxicity, and arranging for any necessary follow-up medical tests,

**Application for Funding Assistance**  
**Florida Department of Law Enforcement**  
**Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program**

examinations or health care.

**42. Limited English Proficiency**

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance to assist agencies to comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov), or by contacting OJP's Office for Civil Rights at (202) 307-0690, or by writing to the following address:

Office for Civil Rights  
Office of Justice Programs  
U.S. Department of Justice  
810 Seventh Street NW, Eighth Floor  
Washington, DC 20531

**Application for Funding Assistance  
Florida Department of Law Enforcement  
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program**

**SUBGRANTEE CERTIFICATION**

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that the Subgrantee (Subgrant Recipient) . . . (Select one of the following):

Meets Act Criteria

Does not meet Act Criteria

I affirm that I have read the Act criteria set forth in the Subgrant Application Instructions. I understand that if the Subgrant Recipient meets these criteria, it must formulate, implement and maintain a written EEO Plan relating to employment practices affecting minority persons and women. I also affirm that the Subgrant Recipient . . . (Select one of the following):

Has a Current EEO Plan

Does Not Have a Current EEO Plan

Has included a copy of the current approval letter from the US DOJ

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

\_\_\_\_\_  
Signature of Implementing Agency Authorized Official

Type Name: John Albion

Title: Chairman of the Lee County Board of Commissioners

Subgrant Recipient: Lee County Board of Commissioners

Date: \_\_\_\_\_

**Application for Funding Assistance**  
Florida Department of Law Enforcement  
**Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program**

**IMPLEMENTING AGENCY CERTIFICATION**

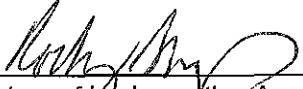
I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that this Implementing Agency . . . (Select one of the following):

Meets Act Criteria                       Does not meet Act Criteria

I affirm that I have read the Act criteria set forth in the Subgrant Application Instructions. I understand that if the Implementing Agency meets these criteria, it must formulate, implement and maintain a written EEO Plan relating to employment practices affecting minority persons and women. I also affirm that the Implementing Agency . . . (Select one of the following):

Has a Current EEO Plan               Does Not Have a Current EEO Plan  
 Is Included in the EEO Plan of the Subgrant Recipient.  
 Has included a copy of the current approval letter from the US DOJ

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

  
\_\_\_\_\_  
Signature of Implementing Agency Authorized Official

Type Name: Rodney Shoap  
Name of Subgrant Recipient: Lee County Board of Commissioners  
Name of Implementing Agency: Lee County Sheriff's Office  
Title: Sheriff of Lee County  
Date: 5-13-04

**Application for Funding Assistance**  
**Florida Department of Law Enforcement**  
**Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program**

**H. Signature Page**

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

**Corrections on this page, including  
Strikeovers, whiteout, etc. are not acceptable.**

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

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

Typed Name of Subgrant Recipient: Lee County Board of Commissioners


Signature: \_\_\_\_\_

Typed Name and Title: John Albion, Chairman

Date: \_\_\_\_\_

**Implementing Agency  
Official, Administrator or Designated Representative**

Typed Name of Implementing Agency: Lee County Sheriff's Office

Signature: 

Typed Name and Title: Rodney Shoap, Sheriff of Lee County


Date: 5-13-04

## APPENDIX V – CONFIDENTIAL FUNDS CERTIFICATION

Florida Department of Law Enforcement  
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

### Certification Regarding Confidential Funds

A signed certification that the project director has read, understands, and agrees to abide by the provisions in Chapter 8 of the Office of Justice Programs' (OJP) Financial Guide is required from all projects that involve confidential funds from either Federal or matching funds. The signed certification must be submitted at the time of the grant application.

<p><b>(To Be Completed by OCJG)</b> Project Number:</p>	<p>Project Title: Combined Law Enforcement Against Narcotics Task Force</p>
<p>Name of Subgrantee: Lee County Board of Commissioners</p>	
<p>Name of Implementing Agency: Lee County Sheriff's Office Address: 14750 Six Mile Cypress Parkway, Fort Myers, Florida 33912</p>	
<p>Name of Implementing Agency Authorized Official: Rodney Shoap, Lee County Sheriff</p>	<p>Telephone Number: 477 1000</p>
<p>This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of OJP's Financial Guide for grants.</p>	
<p style="font-size: 1.2em;">5-13-04</p> <p>Date</p>	 <p>C.L.E.A.N. Task Force Project Director Signature, Implementing Agency Authorized Official</p>
<p>DEFINITIONS FOR TYPES OF SPECIAL LAW ENFORCEMENT OPERATIONS</p>	
<ol style="list-style-type: none"> <li>1. <u>Purchase of Services (P/S)</u>. This category includes travel or transportation of a non-federal officer or an informant; the lease of an apartment, business front, automobiles, aircraft or boat, or similar effects to create or establish the appearance of affluence; and/or meals, beverages, entertainment and similar expenses (including buy money and flash rolls, etc.) for undercover purposes, within reasonable limits.</li> <li>2. <u>Purchase of Evidence (P/E)</u>. This category is for the purchase of evidence and/or contraband such as narcotics and dangerous drugs, firearms, stolen property, counterfeit tax stamps, etc., required to determine the existence of a crime or to establish the identity of a participant in a crime.</li> <li>3. <u>Purchase of Specific Information (P/I)</u>. This category includes the payment of monies to an informant for specific information. Other informant expenses classified under P/S may be charged accordingly.</li> </ol>	

**APPENDIX VI – CRIMINAL INTELLIGENCE SYSTEMS CERTIFICATION**

**Florida Department of Law Enforcement  
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program**

**Certification Regarding Criminal Intelligence Systems**

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

- Intelligence information will be collected, maintained, and disseminated primarily for State and local law enforcement efforts, including efforts involving Federal participation.
- There will be no purchase or use during the course of the project of any electronic, mechanical, or other device for surveillance purposes that is in violation of the provisions of the Electronic Communications Privacy Act of 1986, Public Law 99-508, 18 U.S.C. 2510-2520, 2701-2709 and 3121-3125, or any applicable State statute related to wiretapping and surveillance.
- There will be no harassment or interference with any lawful political activities as part of the intelligence operation.
- The project will adopt sanctions for unauthorized access, utilization, or disclosure of information contained in the system. Any person violating the provisions of this section, or of any rule, regulation, or order issued thereunder, shall be fined an amount not to exceed \$10,000, in addition to any other penalty imposed by law.
- All participating agencies of an interjurisdictional intelligence system will maintain in agency files information that documents the correctness of each submission to the system and supports compliance with project entry criteria.
- Participating agency files supporting system submissions must be made available for reasonable audit and inspection by project representatives. Project representatives will conduct participating agency inspection and audit in a manner that protects the confidentiality and sensitivity of participating agency intelligence records.
- The proposed collection and exchange of criminal intelligence information has been coordinated with, and will support, ongoing or proposed investigatory or prosecutorial activities relating to specific areas of criminal activity.
- The areas of criminal activity for which intelligence information is to be utilized represent a significant and recognized threat to the population and 1) either are undertaken for the purpose of seeking illegal power or profits or pose a threat to the life and property of citizens, and 2) involve a significant degree of permanent criminal organization, or 3) are not limited to one jurisdiction.
- The principles set forth in 28 CFR 23.20 will be made part of the by-laws or operating procedures for that system. Each participating agency, as a condition of participation, must accept in writing those principles that govern the submission, maintenance, and dissemination of information included as part of the interjurisdictional system.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Typed Name of  
Subgrantee Authorized Official: John Albion

Title: Chairman, Lee County Board of Commissioners

Name of Subgrant Recipient: Lee County Board of Commissioners



U.S. Department of Justice

Office of Justice Programs

Office for Civil Rights

Washington, D.C. 20531

August 8, 2002

Roger A. Weiser  
Lee County Sheriff's Office  
14750 Ben C. Pratt  
Six-Mile Cypress Parkway  
Fort Myers, FL 33912

Re: **EEOP for the Lee County Sheriff's Office**

Dear Mr. Weiser:

The Office for Civil Rights has reviewed and approved the Equal Employment Opportunity Plan (EEOP) which you submitted in accordance with the provisions of your recent grant award. The plan that you submitted conforms to the *Seven-Step Guide to the Design and Development of an Equal Employment Opportunity Plan*, which is a guide to providing the essential information that the Department of Justice requires for our initial screening of your EEOP. The Department of Justice regulations for developing a comprehensive EEOP may be found at 28 CFR § 42.301 *et seq.* Your approved plan is effective for two years from the date of this letter.

If you have any questions regarding this matter, please contact the Office for Civil Rights at (202) 307-0690.

Sincerely,

Michael L. Alston  
Acting Director  
Office for Civil Rights

cc: Alice James, OC  
Reggie Padgett, COPS  
Tim Eddy, FL

MLA:deb



SHF Clean XIII

EEOP SHORT FORM - INTRODUCTORY INFORMATION

Grant Title: GLEAN Task Force

Grant Number: 02-CJ-2H-09-46-01-075

Sub Grantee Name: Lee County Board of County Commissioners Award Amount: \$315,108

Address: The Lee County Office of Equal Opportunity  
2115 Second Street  
Fort Myers, FL 33901

Contact Person: Kami Corbett, Manager

Phone: 239.335.2179

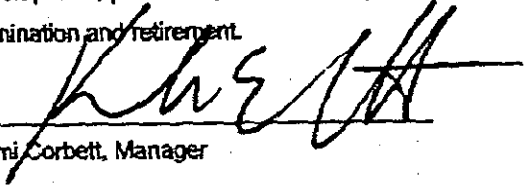
Date and Effective Duration of EEOP:

Prepared September January 2003 in effect until next update or full utilization is achieved, whichever happens first.

**Policy Statement:**

Lee County recognizes the value of diversity among its employees as a benefit to helping understand and meet the needs of its citizens. It is the policy of the County to provide equal opportunity in employment to all employees and applicants for employment. Consistent with the rights and obligations under applicable federal, state and local law, no person is to be discriminated against in employment because of race, color, national origin, religion, sex, age, disability or marital status.

This policy applies to all terms, conditions and privileges of employment including but not limited to recruitment, hiring, probationary periods, training, employee development, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, social and recreation programs, employee facilities, termination and retirement.

  
\_\_\_\_\_  
Kami Corbett, Manager

1-30-03  
Date

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COUNTY ADMIN.

**Seven Step Equal Opportunity Plan  
Lee County Board of County Commissioners  
Grant Year 2002-2003**

Lee County Board of County Commissioners  
2115 Second Street  
Fort Myers, FL 33901

STEP 1

The Lee County Board of County Commissioners is a subgrantee of a Combined Law Enforcement Against Narcotics Task Force grant. The implementing unit of government for this grant is the Lee County's Sheriff's Office. The Board of County Commissioners and the Sheriff's Office are independently operated each with their own Human Resources Department responsible for recruitment, hiring and retention for each agency.

The BOCC employs 1,899 full time employees. Of those employees 25.75 % are professionals, 15.75% are skilled craft workers, 16.64% are service maintenance workers, 18.64% are paraprofessionals, 8.43% are Technicians, 12.64% are Office Clerical and 2.16% are Officials and Administrators. The Board does not employ any sworn protective services personnel.

The annual grant under this program is at least \$25,000. Therefore, it is the responsibility of the Lee County Board of County Commissioners to develop and implement an Equal Opportunity Plan. There is no "project director" for this grant at the BOCC level. The Lee County Office of Equal Opportunity is responsible for developing and implementing the required Equal Opportunity Plan.

Lee County recognizes the value of diversity among its employees as a benefit to helping understand and meet the needs of its citizens. It is the policy of the County to provide equal opportunity in employment to all employees and applicants for employment. Consistent with the rights and obligations under applicable federal, state and local law, no person is to be discriminated against in employment because of race, color, national origin, religion, sex, age, disability or marital status.

This policy applies to all terms, conditions and privileges of employment including but not limited to, recruitment hiring, probationary periods, training, employee development, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, social and recreation programs, employee facilities, termination and retirement.

This equal opportunity policy is a long-standing policy of Lee County. This policy is not impacted by the existence of grant funding. To the extent that this analysis reveals that there are areas of underutilization in the County's workforce, the County will endeavor to take the steps described in this plan to address that underutilization for no less than the term of the grant or until full utilization is achieved in a particular category.

Step 2  
 Lee County Workforce  
 January 2003

	MALE							FEMALE						
	#	41	1	20	2	1	0	2	1	12	0	0	0	2
Officials/Administrators %		2.16%	2.44%	48.78%	4.88%	2.44%	0.00%	4.88%	2.44%	29.27%	0.00%	0.00%	0.00%	4.88%
	#	489	8	229	6	3	2	18	14	178	7	2	1	21
Professionals %		25.75%	1.64%	46.83%	1.23%	0.61%	0.41%	3.68%	2.86%	36.40%	1.43%	0.41%	0.20%	4.29%
	#	160	5	68	4	1	0	9	5	56	2	0	3	7
Technicians %		8.43%	3.13%	42.50%	2.50%	0.63%	0.00%	5.63%	3.13%	35.00%	1.25%	0.00%	1.88%	4.38%
	#	354	6	122	8	0	1	15	5	161	8	2	4	21
Para-Professional %		18.64%	1.69%	34.46%	2.26%	0.00%	0.28%	4.24%	1.41%	45.48%	2.26%	0.56%	1.13%	5.93%
	#	240	1	16	3	0	0	6	10	167	12	1	3	21
Office/Clerical %		12.64%	0.42%	6.67%	1.25%	0.00%	0.00%	2.50%	4.17%	69.58%	5.00%	0.42%	1.25%	8.75%
	#	299	16	215	31	0	7	22	0	6	0	0	0	2
Skilled Craft %		15.75%	5.35%	71.91%	10.37%	0.00%	2.34%	7.36%	0.00%	2.01%	0.00%	0.00%	0.00%	0.67%
	#	316	30	181	22	2	5	11	6	53	1	0	0	4
Service Maintenance %		16.64%	9.49%	57.28%	6.96%	0.63%	1.58%	3.48%	1.90%	16.77%	0.32%	0.00%	0.00%	1.27%
	#	1899	67	851	76	7	15	83	41	633	30	5	11	78
Total %			3.53%	44.81%	4.00%	0.37%	0.79%	4.37%	2.16%	33.33%	1.58%	0.26%	0.58%	4.11%

2003-1-17 11:00 AM

Step 3 - Workforce in Lee County Metropolitan Statistical Area - according to 1990 Census Data

MALE

FEMALE

#	18108	216	9831	148	59	13	13	197	7317	266	30	18	0
Officials/Administrators %	14.89%	1.19%	54.29%	0.82%	0.33%	0.07%	0.07%	1.09%	40.41%	1.47%	0.17%	0.10%	0.00%
#	15582	218	5572	161	53	0	0	470	8835	209	48	16	0
Professionals %	12.81%	1.40%	35.76%	1.03%	0.34%	0.00%	0.00%	3.02%	56.70%	1.34%	0.31%	0.10%	0.00%
#	4491	52	1941	77	17	18	0	154	2116	105	6	5	0
Technicians %	3.69%	1.16%	43.22%	1.71%	0.38%	0.40%	0.00%	3.43%	47.12%	2.34%	0.13%	0.11%	0.00%
#	23116	779	8255	574	96	59	7	1820	10656	676	165	24	5
Para-Professional %	19.00%	3.37%	35.71%	2.48%	0.42%	0.26%	0.03%	7.87%	46.10%	2.92%	0.71%	0.10%	0.02%
#	23234	199	3739	161	23	17	12	784	17527	670	55	47	0
Office/Clerical %	19.10%	0.86%	16.09%	0.69%	0.10%	0.07%	0.05%	3.37%	75.44%	2.88%	0.24%	0.20%	0.00%
#	24670	1085	18871	1384	80	87	7	381	2371	336	58	10	0
Skilled Craft %	20.28%	4.40%	76.49%	5.61%	0.32%	0.35%	0.03%	1.54%	9.61%	1.36%	0.24%	0.04%	0.00%
#	12,432	1,146	8,992	824	26	51	16	93	1,212	72	0	0	0
Service Maintenance %	10.22%	9.22%	72.33%	6.63%	0.21%	0.41%	0.13%	0.75%	9.75%	0.58%	0.00%	0.00%	0.00%
#	121633	3695	57201	3168	354	245	55	3899	50034	2334	362	120	5
Total %		3.04%	47.03%	2.60%	0.29%	0.20%	0.05%	3.21%	41.14%	1.92%	0.30%	0.10%	0.00%

Step 4-Utilization Analysis

Job Category	Males						Females					
	B	W	H	A/PI	AI/AN	Other	B	W	H	A/PI	AI/AN	Other
<b>Officials and Administrators</b>												
Lee County BOCC Workforce	2.44%	48.78%	4.88%	2.44%	0.00%	4.88%	2.44%	29.27%	0.00%	0.00%	0.00%	4.88%
Community Workforce	1.19%	54.29%	0.82%	0.33%	0.07%	0.07%	1.09%	40.44%	1.47%	0.17%	0.10%	0.00%
Utilization of Workforce	1.25%		4.06%	2.11%		4.81%	1.35%					4.88%
<b>Professionals</b>												
Lee County BOCC Workforce	1.64%	46.83%	1.23%	0.61%	0.41%	3.68%	2.86%	36.40%	1.43%	0.41%	0.20%	4.29%
Community Workforce	1.40%	35.76%	1.03%	0.34%	0.00%	0.00%	3.02%	56.70%	1.34%	0.31%	0.10%	0.00%
Utilization of Workforce	0.24%	11.07%	0.20%	0.27%	0.41%	3.68%			0.09%	0.10%	0.10%	4.29%
<b>Technicians</b>												
Lee County BOCC Workforce	3.13%	42.50%	2.50%	0.00%	0.00%	5.63%	3.13%	35.00%	1.25%	0.00%	1.88%	4.38%
Community Workforce	1.16%	43.22%	1.71%	0.38%	0.40%	0.00%	3.43%	47.12%	2.34%	0.13%	0.11%	0.00%
Utilization of Workforce	1.97%		0.79%			5.63%					1.77%	4.38%
<b>Para-Professionals</b>												
Lee County BOCC Workforce	1.69%	34.46%	2.26%	0.28%	0.28%	4.24%	1.41%	45.48%	2.26%	0.56%	1.13%	8.75%
Community Workforce	3.37%	35.71%	2.48%	0.42%	0.26%	0.00%	7.87%	46.10%	2.92%	0.71%	0.10%	0.00%
Utilization of Workforce					0.02%	4.24%					1.03%	8.75%
<b>Office Clerical</b>												
Lee County BOCC Workforce	0.42%	6.67%	1.25%	0.00%	0.00%	2.50%	4.17%	69.58%	5.00%	0.42%	1.25%	0.67%
Community Workforce	0.86%	16.09%	0.69%	0.10%	0.07%	0.00%	3.37%	75.44%	2.88%	0.24%	0.20%	0.00%
Utilization of Workforce			0.56%			2.50%	0.80%		2.12%	0.18%	1.05%	0.67%
<b>Skilled Craft</b>												
Lee County BOCC Workforce	5.35%	71.91%	10.37%	2.34%	2.34%	7.36%	0.00%	2.01%	0.00%	0.00%	0.00%	1.27%
Community Workforce	4.40%	76.49%	5.61%	0.32%	0.35%	0.00%	1.54%	9.61%	1.36%	0.24%	0.04%	0.00%
Utilization of Workforce	0.95%		4.76%		1.99%	7.36%						1.27%
<b>Service Maintenance</b>												
Lee County BOCC Workforce	9.49%	57.28%	6.96%	0.63%	1.58%	3.48%	1.90%	16.77%	1.58%	0.00%	0.00%	1.59%
Community Workforce	9.22%	72.33%	6.63%	0.21%	0.41%	0.00%	0.75%	9.75%	0.58%	0.00%	0.00%	0.00%
Utilization of Workforce	0.27%		0.33%	0.42%	1.17%	3.48%	1.15%	7.02%	1.00%	0.00%	0.00%	1.59%

ID:8155557207

COUNTY ADMIN.

**Narrative Utilization Analysis:**

The utilization analysis revealed that in the majority of the categories full utilization would be achieved with the hiring of one individual. All but four categories reflected underutilization well below ten percent. This indicates that to date Lee County has been relatively successful in achieving a workplace that is consistent with the available workforce.

The highest rate of underutilization was amongst white women in the job categories of technicians, professionals and official/administrators and white men in the service maintenance category.

The highest rate of underutilization amongst minorities was black women in the paraprofessional category at 6.46%.

We noticed an increased number of employees fell into the non-reporting or "other" category. We believe this to be in large part due to the growing segment of the population who deem themselves to be not of one particular race or ethnic group, but of several. Many of these individuals choose to report themselves as "other" rather than select between the identified groups.

**STEP 5**

**Objectives:**

Increase utilization of all minorities in underutilized categories.

LEEV0400000100

COUNTY ADMIN.



**STEP 7**

Dissemination

A copy of this Equal Opportunity will be on file with the Lee County Department of Human Resources and with the Office of Equal Opportunity.

Copies of this plan will be distributed to the public upon request.

# **MULTI-JURISDICTIONAL NARCOTICS AND DANGEROUS DRUGS**

## **TASK FORCE**

### **VOLUNTARY COOPERATION MUTUAL AID AGREEMENT**

This AGREEMENT is entered into between the Lee County Office of the Sheriff, the City of Fort Myers, and the Cape Coral Police Department.

#### **WITNESSETH:**

WHEREAS, the parties to this agreement have joined together to create a Multi-Jurisdiction Narcotics and Dangerous Drugs Task Force, hereinafter referred to and named "The Combined Law Enforcement Against Narcotics Task Force (C.L.E.A.N.)", designed to identify, investigate and incarcerate violators whose criminal activity spans the jurisdictional boundaries of the county; and

WHEREAS, the parties to this agreement have joined together to create a Multi-Jurisdictional Narcotics and Dangerous Drugs Task Force (C.L.E.A.N.) to share information and reduce duplication of investigative effort and resource commitment; and

WHEREAS, the parties to this agreement have the authority under Part I of Chapter 23, Florida Statutes (2001), entitled the "FLORIDA MUTUAL AID ACT," to enter into voluntary cooperation agreement for assistance of a routine law enforcement nature that crosses jurisdictional lines pursuant to chapter 23, Florida Statutes (2001).

**NOW THEREFORE**, the parties agree as follows:

#### **SECTION 1. PROVISION FOR VOLUNTARY COOPERATIONS:**

1. Each of the law enforcement agencies herein identified as the parties to this agreement hereby approve and enter into this agreement whereby each of said law enforcement agencies agree to assign equipment and personnel to the C.L.E.A.N. Task Force.
2. The parties agree to participate in narcotic and dangerous drug investigations throughout the incorporated and unincorporated areas of Lee County Florida on a continual basis for the duration of the annual grant period and any subsequent annual grant period which may be approved the State of Florida, Department of Community Affairs. This agreement shall terminate at such time as State funding shall cease or upon agreement of parties at the end of any specific grant period.

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3. The Detectives of the C.L.E.A.N. Task Force will conduct investigations of narcotic and dangerous drug violations and other associated violations to promote a safer, more wholesome environment in all of Lee County.
4. Requests for assistance from law enforcement agencies (be they members of C.L.E.A.N. or not) will be forwarded to the Task Force Director for evaluation and determination of appropriateness of Task Force intervention.
5. Each participant will supply ancillary support, of a temporary nature, in terms of additional manpower or equipment upon advance request of the Task Force Director or his designee.
6. Command and supervision of the C.L.E.A.N. Task Force will be of appointed project Director.

**SECTION II. POLICY AND PROCEDURE**

1. The parties to this agreement will assign equipment and personnel to the C.L.E.A.N. Task Force. Each member of the Task Force will assist in conducting narcotics and dangerous drug investigations, making arrests, case preparation and court appearances.
2. Each member of the Task Force will be governed by the standard operating procedure of the Task Force.
3. Each member of the Task Force will be governed by rules, regulations, policies, and procedures of their parent agency.
4. Each municipal member of the Task Force, when acting under their Deputy appointment in the unincorporated area of Lee County, will additionally be governed by the rules, regulations, policies and procedures of the Lee County Office of the Sheriff.

**SECTION III. POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

1. Members of the C.L.E.A.N. Task Force designated by the parties to this agreement, when actually engaging in mutual cooperation and assistance outside of the limits of their jurisdiction authority under the terms of this agreement shall, pursuant to the provisions of Chapter 23, Florida Statutes (2001), have the same powers, duties, rights, privileges and immunities as if they were performing

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their duties in the political subdivision in which they are normally employed.

2. The parties to this agreement who furnish any equipment pursuant to this agreement shall bear the loss or damage of such equipment and shall pay any expense incurred in the operation, maintenance and replacement thereof.
3. Each of the parties to this agreement shall compensate its employees/appointees during the time they are assigned to the Task Force including any amounts paid or due for compensation arising from personal injury or death while such employee/appointee is engaged in official duties with the Task Force.
4. Funding for the C.L.E.A.N. Task Force will be in the form of a State subgrant awarded by the Department of Community Affairs Purpose area 2 "Multi-jurisdictional Task Force" and shall be subject to their matching fund requirements ~~(75% grant funding - 25% local government match funding)~~. The Sheriff's Office will act as the implementing agency, as required by the grant, and will make regular, equal reimbursements to the other parties from grant funds. The Sheriff's Office will also manage the operational budget approved by the Department of Community Affairs.
5. All the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pension, insurance, relief, disability workers compensation, salary, death and other benefits which apply to the activity of such officers, agents or employees of any such agency when performing their respective functions, within the territorial limits of their respective public agencies, shall apply to them to the same degree, manner and extent while engaged in the performance of any of their functions and duties extraterritorial under the provisions of this mutual aid agreement. The provisions of this section apply with equal affect to paid, volunteer, and reserve employees/appointees.
6. The Sheriff of Lee County shall appoint members of municipal agencies assigned to C.L.E.A.N. as Deputy Sheriff's without remuneration, for the purpose of conducting investigations through out all of Lee County.

**SECTION IV. LIABILITY**

Each party to this agreement engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees, with respect to any suit or claim for

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damages resulting from any and all acts, omissions or conduct of such party's own employee/appointee, occurring while engaged in rendering such aid pursuant to this agreement, to be responsible for its own negligence and liability and the liability of its employees or appointees, subject to provisions of section 768.28 Florida Statutes (2001), where applicable. Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity or an indemnity.

**SECTION V. LIABILITY INSURANCE**

Each party to this agreement shall provide satisfactory proof of liability insurance by one or more of the means specified in Section 768.28(14), Florida Statutes (2001), in an amount which is in the judgment of the governing body of that party, at least adequate to cover the risk to which the party may be exposed. Should the insurance coverage, however, provided by the party to this agreement be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice of actual knowledge of such change.

**SECTION VI. MEDIA RELEASES**

All media releases and press conferences shall be prepared and coordinated by the Task Force Director or his designee and distributed to local media by best possible means. In those cases where media release would hinder the further investigation of additional suspects, releases may be postponed or suspended at the discretion of the Task Force Director.

**SECTION VII. FORFEITURE**

In the event that any property should be confiscated and forfeited as a result of any investigation of the C.L.E.A.N. Task Force or any joint investigation between the Task Force and another law enforcement agency, the property or proceeds received by the Task Force shall be placed into the Task Force trust fund and shall be used as a source of funding for covert operations, civil attorney expenses and other expenses deemed necessary by the executive board members. In the event that items other than cash are received the Task Force may convert those items to undercover use, loan them to other member agencies or convert them as provided by Florida Statute. At the conclusion of Task Force activities all remaining assets shall be divided equally among the participating parties to this agreement.

**SECTION VIII. EFFECTIVE DATE**

THIS AGREEMENT shall take effect upon execution and approval by the hereinafter named agency heads of the parties to this agreement and will continue in full force and effect until ~~September 30, 2006~~, or unless terminated by any or all the parties according to the further terms of hereof. Should an agency head be

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removed or replaced this agreement shall remain in full force and effect until a successor is selected and will continue to remain in effect until specifically canceled by such successor.

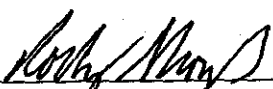
**SECTION IX. CANCELLATION**

THIS AGREEMENT may be canceled by any party upon delivery of written notice to the other parties to this agreement. Cancellation will be at the direction of any subscribing party, for only that party. Cancellation by any party will render that party ineligible for further reimbursements from grant funds. Should such cancellation result in the Department of Community Affairs suspending grant operations of the C.L.E.A.N. Task Force all current and immediate past parties would be responsible for any restitution of unused grant funds due the Department of Community Affairs.


**SECTION X. ENDORSEMENTS**

THIS DOCUMENT embodies the entire agreement between the parties hereto:

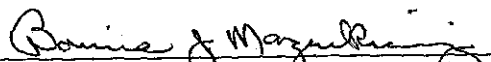
THE PARTIES HERETO cause, by the affixing of their signatures, this agreement and its terms and conditions to be in full force and effect as allowed by Florida Statutes CHAPTER 23, (2001).

  
\_\_\_\_\_  
Sheriff Rodney Shoap  
Lee County Office of the Sheriff

DATE: 8-29-02

  
\_\_\_\_\_  
Arnold E. Kempe, Mayor  
City of Cape Coral

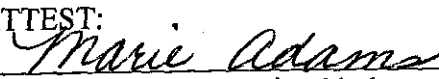
DATE: 8/27/02

ATTEST:   
\_\_\_\_\_  
Bonnie J. Mazurkiewicz, City Clerk

City of Fort Myers, Florida

By:   
\_\_\_\_\_  
Jim Humphrey, Mayor

DATE: 8/8/2002

ATTEST:   
\_\_\_\_\_  
Marie Adams, CMC, City Clerk