

MAYOR'S BUDGET REVIEW COMMITTEE

Agenda for Wednesday, April 08, 2020

LENNY CURRY, MAYOR

Zoom Meeting

[https://zoom.us/j/665325866?
pwd=TUJwOE5xTDVjV1pYaklpZkNKYno5UT09](https://zoom.us/j/665325866?pwd=TUJwOE5xTDVjV1pYaklpZkNKYno5UT09)

Meeting ID: 665 325 866
Password: 585479

CONVENED: 1:00 PM

ADJOURNED:

Excused

- Hughes, Brian - Chair
- Burch, Stephanie - Vice Chair
- Elsbury, Jordan - Member
- Greive, Joey - Member
- Joseph, Daryl - Member
- Moreland, Charles - Member
- Pappas, John - Member

Agency / Department	Item #	ID Number	Transfer Amount	Description / Summary	MBRC Action
Mayor's Office	1	Memo		Minutes from the March 9th MBRC meeting for approval.	
Finance and Administration	2	TD20-204	\$403,269.00	Appropriate funding for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. Listed on 2019-504-E B1a. Related RC20-108	
Finance and Administration	3	RC20-108		Authorize two positions for the JAG program listed on 2019-504-E B1a to be effective 3/28/20.	
Finance and Administration	4	BT20-065	\$9,000,000.00	Appropriate General Fund - GSD fund balance to provide funding for the COVID-19 Small Business Relief Grant Program, a program set up to provide small businesses in Duval County with relief grants, forgivable interest grants, and principal forgiveness grants. (Ordinance 2020-201-E)	
Finance and Administration	5	Memo		Request a start rate for a new hire to fill the position of Human Services Planner III/SPE at a higher than budgeted amount to be effective 3/13/2020.	
Kids Hope Alliance	6	TD20-202	\$990,506.00	Appropriate funding for the continuation for the 2020 Summer Lunch Program listed on 2019-511-E Sch M. Related RC20-104	
Kids Hope Alliance	7	RC20-104		Re-authorize 22,000 part-time hours in the KHA summer lunch program grant. Listed on 2019-511-E Schedule M.	

Agency / Department	Item #	ID Number	Transfer Amount	Description / Summary	MBRC Action
Military Affairs and Veterans	8	BT20-057	\$23,232.62	Appropriate available funding within the Veterans Memorial Wall Trust fund for future imprinting of names and maintenance of the Jacksonville Veterans Memorial Wall on a yearly basis or as needed.	
Neighborhoods	9	BT20-063	\$153,900.00	Appropriate fund balance within the mosquito control state fund to purchase equipment, vehicle, replace fencing & biological control products in support of current operations during FY 2020.	
Neighborhoods	10	TD20-207	\$28,810.00	Transfer funding within ACPS to cover ITD costs associated with the ACPS system communication with the Chameleon database.	
Office of Economic Development	11	Memo		Request to submit legislation to execute an economic development agreement - Project Kodiak	
Parks, Recreation & Community Services	12	TD20-208	\$271,549.00	Appropriate \$76,549 in grant funding and a \$195,000 city match for the retired senior volunteer program listed on 2019-504-E B1b. Related RC20-107 Budget Office: Approval pending correction by Department and Budget Office / Accounting review.	
Parks, Recreation & Community Services	13	RC20-107		Re-authorize three positions and 1,300 part-time hours for the retired senior volunteer program to be effective April 1, 2020. Budget Office; Approval pending Budget review.	
Parks, Recreation & Community Services	14	TD20-192	\$1,228,260.00	Appropriate funding for the Ryan White HIV/AIDS Program Part A program listed on 2019-504-E B1a. Related RC20-094	
Parks, Recreation & Community Services	15	RC20-094		Re-authorize the four positions and 832 part-time hours in the Ryan White HIV/AIDS grant program to be effective 3/1/20. Related TD20-192	
Parks, Recreation & Community Services	16	BT20-066	\$850,000.00	Appropriate funding for the ending the HIV epidemic grant. Budget Office: Approval pending correction by Department and Budget Office / Accounting review.	
Parks, Recreation & Community Services	17	RC20-109		Authorize an additional FTE for the new ending HIV epidemic program on related BT20-066. Budget Office: Approval pending correction by Department and Budget Office review.	

Agency / Department	Item #	ID Number	Transfer Amount	Description / Summary	MBRC Action
Planning & Development	18	RC20-103		Reclassify two positions within building inspection to be effective March 28, 2020.	
Public Library	19	RC20-105		Reclassify a library clerk within JPL to an adult program coordinator to be effective 3/28/20. A memo requesting an amount at higher than budget is attached.	
Public Library	20	RC20-106		Reclassify a library clerk within JPL to a library associate to be effective 3/28/20. A memo requesting an amount at higher than budget is attached.	
Public Works	21	Memo		Request to file legislation to abandon drainage and utilities easement - Mandarin Meadows unit 2	
Property Appraiser	22	Ordinance		Property Appraiser FY21 budget legislation exhibit.	

Item 01

MAYOR'S BUDGET REVIEW COMMITTEE

Agenda for Monday, March 09, 2020

LENNY CURRY, MAYOR

MAYOR'S CONFERENCE ROOM



4th FLOOR, CITY HALL, 2:00:00 PM

		Excused
Hughes, Brian	- Chair	<input type="checkbox"/>
Burch, Stephanie	- Vice Chair	<input type="checkbox"/>
Elsbury, Jordan	- Member	<input type="checkbox"/>
Greive, Joey	- Member	<input type="checkbox"/>
Joseph, Daryl	- Member	<input type="checkbox"/>
Moreland, Charles	- Member	<input type="checkbox"/>
Pappas, John	- Member	<input type="checkbox"/>

CONVENED: 2:00 PM

ADJOURNED: 2:30 PM

Roselyn Chall, Secretary

Agency / Department	Item #	ID Number	Transfer Amount	Description / Summary	MBRC Action
Mayor's Office	1	Memo		Minutes from the 2-24-2020 MBRC meeting for approval.	Approved 7-0
Downtown Investment Authority	2	Memo		Memo requesting permission to modify Ordinance 2018-872, Redevelopment of the Ambassador Hotel.	Approved 7-0
Finance and Administration	3	TD20-185	\$48,649.29	Transfer funding within the Safe / Thriving Communities: Prevent / Heal Violence program to correct negative variances and align with approved Federal award budget in preparation for closeout.	Approved 7-0
Fire and Rescue	4	Memo		Memo authorizing the JFRD to develop a Firefighter Candidate Sponsorship Program for the purpose of increasing the COJ's pool of qualified minority and women candidates for the position of Firefighter.	Approved 7-0
Neighborhoods	5	TD20-191	\$40,000.00	Transfer funding within the Petco Foundation grant to support shelter marketing campaigns designed to reduce euthanasia by increasing community awareness and promoting animal adoptions.	Approved 7-0
Office of the Sheriff	6	BT20-061	\$30,000.00	Appropriate funding within the special law enforcement trust fund for the following organizations: Boy Scouts of America North Florida Council, MADDADS Jacksonville & Florida FBINAA Retrainer.	Approved 7-0

Agency / Department	Item #	ID Number	Transfer Amount	Description / Summary	MBRC Action
Office of Economic Development	18	Memo		Memo requesting permission to amend an existing redevelopment agreement with White Harvest Farms, LLC which was adopted by Ord. 2018-509-E.	Approved 7-0
Parks, Recreation & Community Svcs	19	TD20-201	\$117,914.66	Transfer funding from Office of Director to Natural & Marine Resources to cover personnel costs associated with related RC20-101.	Approved 7-0
Parks, Recreation & Community Svcs	20	RC20-101		Transfer three positions from the Parks and Recreation office of director to natural and marine resources to be effective 3/14/20.	Approved 7-0
Kids Hope Alliance	21	BT20-064	\$1,880,120.00	Recoup \$1,880,120 recaptured from KHA during year-end processing of FY2019 & utilize \$478,759 of the total amount to direct fund summer programs that operated in 2019.	Approved 7-0

**MBRC ACTION: 3/9/2020 MBRC
ITEM NUMBERS**

Items 1-6 Approved
Item 6 change Retainer in description to Retrainer

Items 7-11 Approved

Item 12 Approved
amend to remove 12 more addresses from list before going
to Council & department will contact Council Members
for the districts involved.

Items 13-17 Approved

Item 18 Approved

Item 19 Approved pending Bud/GAD review

Item 20 Approved pending Budget review

Item 21 Approved pending Bud/GAD review
Items 18-21 walk on

MEMBERS PRESENT

Brian Hughes, Stephanie Burch, John Pappas, Charles Moreland,
Joey Greive, Jordan Elsbury, Daryl Joseph

All members present as above

MBRC Chair _____

Item 02

City of Jacksonville, Florida Request for Budget Transfer Form

Finance & Administration / Office of Grant and Contract Compliance
Department or Area Responsible for Contract / Compliance / Oversight

N/A
Council District(s)

Reversion of Funds: _____
(If applicable) Fund / Center / Account / Project * / Activity / Interfund / Future

Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____

CIP (yes or no): _____

Justification for Waiver

Justification for / Description of Transfer:

To appropriate grant funding for the FY20 Edward Byrne Memorial Justice Assistance Grant from the United States Department of Justice, Bureau of Justice Assistance for the purpose of crime reduction and improvement of public safety in Duval County. Programs funded by this grant serve violent and non-violent criminals, provide for crime prevention as well as create opportunities for adult and juvenile offenders and ex-offenders. This grant has been authorized through the annual budget process per the B1a schedule. No City match is required. RC20-108

Net Amount Appropriated and/or Transferred: \$403,269.00

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

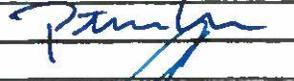
Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: TD20-204

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head	3/17/20	3/17/20		
Mayor's Office				
Accounting Division	4/7/20	4/7/20		
Budget Division	3-26-20			

Date of Action By Mayor: _____

Approved: _____

Division Chief: Damian Cook, Grant Administrator 

3/4/2020 _____

Prepared By: Devon Dignan, Grants Compliance Officer

Phone Number: 255-8115

Initiated / Requested By (if other than Department): _____

Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants.

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Accounting Codes						
					Fund	Center	Account	Project *	Activity	Interfund	Future
				Total: \$403,269.00							
EXP	Community Services Grants	Justice Assistance Grant - DAWN	Department of Justice	\$403,269.00	11406	111003	331230	010001			

Rev

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Accounting Codes						
					Fund	Center	Account	Project *	Activity	Interfund	Future
				Total: \$403,269.00							
EXP	Community Services Grants	Justice Assistance Grant - DAWN	Permanent and Probationary Salaries	\$162,436.00	11406	111003	512010	010001			
EXP	Community Services Grants	Justice Assistance Grant - DAWN	Salaries - Part Time	\$23,000.00	11406	111003	513060	010001			
EXP	Community Services Grants	Justice Assistance Grant - DAWN	Special Pay - Pensionable	\$882.00	11406	111003	515110	010001			
EXP	Community Services Grants	Justice Assistance Grant - DAWN	Payroll Taxes (FICA)	\$1,410.00	11406	111003	515110	010001			
EXP	Community Services Grants	Justice Assistance Grant - DAWN	Medicare	\$2,349.00	11406	111003	521020	010001			
EXP	Community Services Grants	Justice Assistance Grant - DAWN	Pension Contribution	\$4,544.00	11406	111003	522010	010001			
EXP	Community Services Grants	Justice Assistance Grant - DAWN	GEPP Defined Contribution	\$16,890.00	11406	111003	522011	010001			
EXP	Community Services Grants	Justice Assistance Grant - DAWN	Disability Trust Fund	\$486.00	11406	111003	522070	010001			
EXP	Community Services Grants	Justice Assistance Grant - DAWN	Group Dental	\$480.00	11406	111003	523010	010001			
EXP	Community Services Grants	Justice Assistance Grant - DAWN	Group Life	\$260.00	11406	111003	523030	010001			

Schedule of Continuation Grants / Programs With No City Match

Additional Appropriation Language:

There is also appropriated from and to such accounts, for the purposes stated herein, any additional grant funds, to the extent the same becomes available during the term of the grant, and during any permissible extension of the grant term.

\$14,745,395 \$0 \$848,078 64 13,832

					2019-504-E Schedule of Continuation Grants				
City Department/ Division	Grantor	Grant Name	Grant Description	Estimated Grant Award	Total Match Requested	In Kind Contribution	FTE Positions	Part Time Hours	
Constitutional Officers - Court Administration	Dept of Health & Human Services - SAMHSA	SAMHSA - Adult Drug Court Enhancement	Expand and enhance the quality and/or intensity of services, implement evidence based treatment modalities, increase available bed days for adult residential treatment, increase the use of medication assisted treatment, and provide random, observed drug and alcohol testing.	\$398,800	\$0	\$0	0	0	
Constitutional Officers - Court Administration	Community Foundation	Duval County Teen Court	Provide critical mental health and substance abuse services for Duval County Teen Court participants.	\$30,000	\$0	\$0	0	0	
Finance and Administration - Grants Compliance	US Department of Justice, Bureau of Justice Assistance	Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	Programs designed and intended to reduce crime and improve public safety in Duval County.	\$500,000	\$0	\$0	6	5,200	
Jacksonville Sheriff's Office	Department of Homeland Security	State Homeland Security Grant Program	To purchase prevention and response equipment, maintenance, and training that will help mitigate identified gaps in domestic security and enhance capability levels as assessed in the State Preparedness Report	\$400,000	\$0	\$0	1	0	
Jacksonville Sheriff's Office	Department of Justice	Bulletproof Vest Partnership Program	A reimbursement for up to 50% of the cost of body armor vests purchased for law enforcement officers.	\$300,000	\$0	\$300,000	0	0	
Jacksonville Sheriff's Office	Department of Justice	State Criminal Alien Assistance Program (SCAAP)	Provides federal payments to localities that incurred correctional officer salary costs for incarcerating a specific population of individuals.	\$55,000	\$0	\$0	0	0	
Jacksonville Sheriff's Office	Walmart	Local Grant Program	To purchase supplies and equipment to enhance Homeland Security efforts.	\$35,000	\$0	\$0	0	0	
Jacksonville Sheriff's Office	Florida Department of Law Enforcement	Criminal Justice Training	Funding exclusively for advanced and specialized training for law enforcement and correctional officers and for administrative costs as approved by the FDLE Criminal Justice Standards and Training Commission (CJSTC), in accordance with Chapter 943.25 Florida Statutes	\$240,000	\$0	\$0	0	0	
Jacksonville Sheriff's Office	Florida Department of Law Enforcement	JAG - Public Safety Analyst Project	Funding for training, travel, equipment, and one crime analyst position. Maintaining this project will assist JSO with information sharing on cross-jurisdictional criminal activity and intelligence to all jurisdictions located within Duval County.	\$110,000	\$0	\$0	1	0	
Jacksonville Sheriff's Office	Florida Department of Transportation	High Visibility Enforcement Bicycle & Pedestrian Safety Campaign	Fund overtime for officers to conduct bicycle and pedestrian safety deployments in targeted hot-spots to educate and enforce safe pedestrian, bicyclist and driver behaviors.	\$50,000	\$0	\$0	0	0	
Jacksonville Sheriff's Office	Florida Office of Attorney General	Victims of Crime Act (VOCA)	Fund victim advocate positions, supplies, training, travel, and equipment to provide services to victims following an act of crime.	\$225,000	\$0	\$56,400	4	0	



U.S. Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 20, 2019

The Honorable Brian Hughes
City of Jacksonville
117 W. Duval Street
Suite 300
Jacksonville, FL 32202-2975

Dear Mayor Hughes:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$403,269 for City of Jacksonville.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tarasa Napolitano, Program Manager at (202) 598-7372; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 20, 2019

The Honorable Brian Hughes
City of Jacksonville
117 W. Duval Street
Suite 300
Jacksonville, FL 32202-2975

Dear Mayor Hughes:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs), and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), 205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Handwritten signature of Michael L. Alston in black ink.

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 29

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Jacksonville 117 W. Duval Street Suite 300 Jacksonville, FL 32202-2975		4. AWARD NUMBER 2019-DJ-BX-0731	
		5. PROJECT PERIOD FROM 10/01/2018 TO 09/30/2022 BUDGET PERIOD FROM 10/01/2018 TO 09/30/2022	
2a. GRANTEE IRS/VENDOR NO. 596000344		6. AWARD DATE 09/20/2019	7. ACTION Initial
2b. GRANTEE DUNS NO. 004076998		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE FY 2019 Crime Prevention and Intervention Initiative		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 403,269	
		11. TOTAL AWARD \$ 403,269	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Brian Hughes Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 403269		21. UDJUGT0995	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 29

PROJECT NUMBER 2019-DJ-BX-0731

AWARD DATE 09/20/2019

SPECIAL CONDITIONS

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

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period - may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

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

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

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 3 OF 29

PROJECT NUMBER 2019-DJ-BX-0731

AWARD DATE 09/20/2019

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

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

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

6. Requirements related to "de minimis" indirect cost rate

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



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2019-DJ-BX-0731

AWARD DATE 09/20/2019

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

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

8. Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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



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9. Employment eligibility verification for hiring under the award

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

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

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

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

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

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4 B, shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

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

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

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

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

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

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award, association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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

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

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

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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

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

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

17. Requirement for data on performance and effectiveness under the award

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

18. OJP Training Guiding Principles

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



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

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

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

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act, or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal, notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Noninterference (within the funded "program or activity") with federal law enforcement 8 U.S.C. 1373 and 1644, ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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32. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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33. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644, unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification
- I. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
- B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement 8 U.S.C. 1373 and 1644, ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373 and 1644, ongoing compliance" award condition.
4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose, and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

37. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title 1 of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)" (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.



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40. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



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47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

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

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

49. Protection of human research subjects

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

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



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52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

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

53. Justification of consultant rate

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

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 27 OF 29

PROJECT NUMBER 2019-DJ-BX-0731

AWARD DATE 09/30/2019

SPECIAL CONDITIONS

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 28 OF 29

PROJECT NUMBER 2019-DJ-BX-0731

AWARD DATE 09/20/2019

SPECIAL CONDITIONS

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

65. Use of funds for DNA testing, upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.



U S. Department of Justice
Office of Justice Programs
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**AWARD CONTINUATION
SHEET
Grant**

PAGE 29 OF 29

PROJECT NUMBER 2019-DJ-BX-0731

AWARD DATE 09/20/2019

SPECIAL CONDITIONS

67. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Jacksonville

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. 1: PROJECT SUMMARY

Grant

PROJECT NUMBER

2019-DJ-BX-0731

PAGE 1 OF 1

This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

1. STAFF CONTACT (Name & telephone number)

Tarasa Napolitano
(202) 598-7372

2. PROJECT DIRECTOR (Name, address & telephone number)

Damian Cook
Grant Administrator
117 W. Duval Street
Suite 400
Jacksonville, FL 32202-3700
(904) 255-8742

3a. TITLE OF THE PROGRAM

BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

FY 2019 Crime Prevention and Intervention Initiative

5. NAME & ADDRESS OF GRANTEE

City of Jacksonville
117 W. Duval Street Suite 300
Jacksonville, FL 32202-2975

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2018 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2018 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 403,269

10. DATE OF AWARD

09/20/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs, 2) prosecution and court programs, 3) prevention and education programs, 4) corrections and community corrections programs, 5) drug treatment and enforcement programs, 6) planning, evaluation, and technology improvement programs, and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

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

NCA/NCF

Item 03

CITY OF JACKSONVILLE, FLORIDA

RC #: RC20-108

	DATE	RECOMMENDED	NOT RECOMMENDED
DIVISION CHIEF:	<u>3/17/20</u>	<u>[Signature]</u>	_____
DEPARTMENT HEAD:	<u>3/17/2020</u>	<u>[Signature]</u>	_____
HR CHIEF:	<u>3/17/2020</u>	<u>[Signature]</u>	_____
BUDGET OFFICE:	<u>3-26-20</u>	<u>[Signature]</u>	_____

DEPARTMENT: Finance and Administration TO BE EFFECTIVE: March 28, 2020

ACTION	No.	ACTIVITY NO/ DESCRIPTION	TITLE	OCC CODE	PAY GRADE	PAY RANGE
Authorize	1	AFOD1F6JAG RCO013-18 <u>20</u>	Re-Entry Program Transition Coordinator/SPE	05081	26.14	36,675.99 - 69,065.20
Authorize	1	AFOD1F6JAG RCO013-18 <u>20</u>	Human Services Planner III/SPE	05108	26.16	43,993.57 - 82,842.88

FUNDING: Indicate funding for this change:
 Funds are available within current appropriations for this change: Yes No (see description below)
 If NO, funds will be provided by: _____

JUSTIFICATION:
To authorize grant employees for the grant period (10/1/2017 - 9/30/2021).
Funds are contained within companion BT-
The positions are being authorized per 2018-504-E.
11406-111003-010001-000-00

Reference TD/BT TD20-204 Council approval required? Yes No Date action required: _____

ACTION TAKEN BY MBRC:	SIGNATURES:
	_____ Chief Administrative Officer
	_____ MAYOR
AMENDMENTS: _____	Comments: _____

Item 04

1 Introduced by the Council President at the request of the Mayor and
2 by Council Members Morgan, Ferraro, Bowman, Wilson, Cumber, Boylan,
3 Gaffney, Pittman, Priestly Jackson, White, Diamond, DeFoor,
4 Freeman, Salem, Carlucci, Newby and Hazouri and Co-Sponsored by
5 Council Members Dennis and Becton:

6
7 **ORDINANCE 2020-201-E**

8 AN ORDINANCE MAKING CERTAIN FINDINGS AND
9 APPROPRIATING \$9,000,000 FROM GENERAL FUND/GSD
10 FUND BALANCE TO ESTABLISH A COVID-19 SMALL
11 BUSINESS RELIEF AND EMPLOYEE RETENTION GRANT
12 PROGRAM ("PROGRAM") FOR ELIGIBLE SMALL
13 BUSINESSES LOCATED IN DUVAL COUNTY, AS
14 INITIATED BY B.T. 20-065, WITH MAXIMUM CITY
15 FUNDING FOR THE PROGRAM ANTICIPATED TO BE
16 \$26,000,000 OVER THE SIX YEAR TERM OF THE
17 PROGRAM; PROVIDING A CARRYOVER OF FUNDS FROM
18 YEAR TO YEAR UNTIL SUCH FUNDS ARE EXPENDED OR
19 LAPSE ACCORDING TO THE AGREEMENT; APPROVING
20 AND AUTHORIZING THE MAYOR OR HIS DESIGNEE AND
21 CORPORATION SECRETARY TO EXECUTE AND DELIVER
22 AN AGREEMENT ("AGREEMENT") WITH VYSTAR CREDIT
23 UNION ("VYSTAR") TO ADMINISTER THE PROGRAM ON
24 BEHALF OF THE CITY IN ACCORDANCE WITH THE
25 AGREEMENT, AND OTHERWISE TAKE ALL NECESSARY
26 ACTION TO EFFECTUATE THE PURPOSES OF THE
27 AGREEMENT AND THIS ORDINANCE; INVOKING THE
28 EXCEPTION OF 126.107(G) (EXEMPTIONS), CHAPTER
29 126 (PROCUREMENT CODE), *ORDINANCE CODE*, TO
30 DIRECT CONTRACT WITH VYSTAR CREDIT UNION;

1 PROVIDING FOR ANNUAL REPORTS TO CITY COUNCIL;
2 REQUESTING THAT THE FINANCE AND ADMINISTRATION
3 DEPARTMENT AND OFFICE OF ECONOMIC DEVELOPMENT
4 OVERSEE THE GRANT PROCESS AND PROGRAM;
5 REQUESTING EMERGENCY PASSAGE UPON
6 INTRODUCTION; PROVIDING AN EFFECTIVE DATE.

7
8 **WHEREAS**, the Novel Coronavirus Disease 2019 ("COVID-19") is a
9 severe, acute respiratory illness that can spread among humans
10 through respiratory transmission and presents with symptoms similar
11 to those of influenza; and

12 **WHEREAS**, the World Health Organization previously declared
13 COVID-19 a public health emergency of international concern; and

14 **WHEREAS**, on March 9, 2020 the Governor of the State of Florida
15 declared a state of emergency exists in the State of Florida in
16 regard of COVID-19; and

17 **WHEREAS**, on March 13, 2020, Mayor Lenny Curry of the City of
18 Jacksonville proclaimed and declared a state of emergency exists in
19 Duval County associated with COVID-19; and

20 **WHEREAS**, also on March 13, 2020, President Donald J. Trump
21 declared a national emergency to combat COVID-19; and

22 **WHEREAS**, as elsewhere in the country, the citizens and
23 businesses of Duval County are suffering severe economic impacts
24 stemming in part from national, state and local measures closing
25 certain businesses, public schools, public beaches, imposing
26 emergency work-at-home requirements and limiting public gatherings
27 (the "Emergency Measures") in an effort to slow the infection rate
28 of COVID-19; and

29 **WHEREAS**, as a result of COVID-19 and the resulting Emergency
30 Measures, the City desires to provide grants to eligible small
31 businesses in Duval County in an effort to assist affected

1 businesses from terminating or furloughing employees, and to assist
2 such businesses in remaining solvent while the state of emergency
3 exists; and

4 **WHEREAS**, VyStar Credit Union ("VyStar") intends to make low
5 cost loans ("COVID-19 Relief Loans") with a fixed interest rate of
6 5.99% to eligible businesses in Duval County, and pursuant to the
7 Agreement authorized hereby between the City and VyStar, VyStar has
8 also agreed to serve as the City's grant administrator for the
9 City's COVID-19 Small Business Relief and Employee Retention Grant
10 Program ("Program"), pursuant to which the City will make certain
11 economic incentive grants to approved small businesses in Duval
12 County (collectively, the "Grants"); and

13 **WHEREAS**, pursuant to the Program, small businesses located in
14 Duval County may apply for a COVID-19 Relief Loan with VyStar and,
15 if approved pursuant to VyStar's underwriting and application
16 requirements, the City will enter into a grant agreement with
17 eligible recipients at loan closing authorizing: (i) a \$250
18 servicing fee for approved grant recipients; (ii) a \$1,000 Relief
19 Grant from the City to the grant recipient upon entering into the
20 VyStar loan documents and City Grant Agreement; (iii) a forgivable
21 interest grant from the City to the grant recipient whereby a grant
22 is made to eligible recipients calculated in an amount equal to the
23 interest due under the loan for all approved applicants in year 1,
24 and in years 2 through 6 of the loan term, provided the grant
25 recipient retains at least fifty percent (50%) employment during
26 such years; and (iv) a principal forgiveness grant applicable to
27 years 2 - 6 of the loan term in an amount equal to 10% of the
28 principal amount outstanding annually, provided such grant
29 recipient retains 100% employment; and

30 **WHEREAS**, disbursement of the grant funds pursuant to the
31 Program is intended to lessen the severe economic impacts of COVID-

1 19 to Duval County small businesses and assist in the economic
2 recovery in Duval County from the impacts of COVID-19; now
3 therefore

4 **BE IT ORDAINED** by the Council of the City of Jacksonville:

5 **Section 1. Findings.** It is hereby ascertained,
6 determined, found and declared as follows:

7 (a) The recitals set forth herein are true and correct.

8 (b) By incentivizing the retention of employees and providing
9 grant funds to small businesses within the City, the Program is
10 designed to benefit both individuals and small businesses and will
11 promote and further the public and municipal purposes of the City
12 and serve to limit the severe economic impacts of COVID-19.

13 (c) The Program is designed to provide rapid economic relief
14 to small businesses in order to maintain the viability of such
15 businesses and the employment of individuals thereof, thus
16 maintaining the City's tax base and revenues.

17 (d) Enhancement of the City's tax base and revenues, are
18 matters of State and City policy and State and City concern in order
19 that the State and its counties and municipalities, including the
20 City, shall not continue to be endangered by unemployment,
21 underemployment, economic recession, poverty, crime and disease, and
22 consume an excessive proportion of the State and City revenues
23 because of the extra services required for police, fire, accident,
24 health care, elderly care, charity care, hospitalization, public
25 housing and housing assistance, and other forms of public
26 protection, services and facilities.

27 (e) The Program will provide economic relief to small
28 businesses, thus encouraging ongoing compliance with the Emergency
29 Measures and benefitting the health, safety and welfare of the
30 citizens of Duval County.

31 (f) The provision of the City's assistance as identified in

1 the Agreement is necessary and appropriate to make the Program
2 feasible; and the City's assistance is reasonable and not excessive,
3 taking into account the extent of the public benefits expected to be
4 derived from the Program, and taking into account all other forms of
5 assistance available.

6 (g) VyStar is qualified to implement and administer the
7 Program, in accordance with the Agreement.

8 (h) The authorizations provided by this Ordinance are for
9 public uses and purposes for which the City may use its powers as a
10 county, municipality and as a political subdivision of the State of
11 Florida and may expend public funds, and the necessity in the public
12 interest for the provisions herein enacted is hereby declared as a
13 matter of legislative determination.

14 (i) This Ordinance is adopted pursuant to the provisions of
15 Chapters 163, 166 and 125, Florida Statutes, as amended, the City's
16 Charter, and other applicable provisions of law.

17 **Section 2. Appropriation.** For the 2019-2020 fiscal year,
18 within the City's budget, there are hereby appropriated the
19 indicated sum(s) from the account(s) listed in subsection (a) to
20 the account(s) listed in subsection (b):

21 (B.T. 20-065 attached hereto as **Exhibit 1** and incorporated herein
22 by this reference)

23 (a) Appropriated from:

24 See attached **Exhibit 1** \$9,000,000

25 (b) Appropriated to:

26 See attached **Exhibit 1** \$9,000,000

27 (c) **Explanation of Appropriation:**

28 The funding above is from the General Fund/GSD Fund
29 Balance. The funds will be used to provide economic
30 incentive grants to small businesses located within Duval
31 County.

1 **Section 3. Purpose.** The purpose of the appropriation in
2 Section 2 is to provide grants to eligible small businesses located
3 in Duval County to partially combat the economic impacts of the
4 COVID-19 virus and encourage approved businesses to retain their
5 employees for the duration of the declared emergencies.

6 **Section 4. Carryover.** The funds appropriated herein
7 shall not lapse but shall carryover as appropriated from year to
8 year until such funds are expended or lapse according to the terms
9 of the Agreement and City Grant Agreements.

10 **Section 5. Approving and Authorizing a Grants**
11 **Administration Agreement with VyStar Credit Union.** There is hereby
12 approved, and the Mayor and Corporation Secretary are authorized to
13 enter into a Grant Administration Agreement ("Agreement") between
14 the City and VyStar Credit Union, substantially in the form placed
15 **On File** with the Legislative Services Division. Pursuant to the
16 Agreement, VyStar will provide underwriting and grants
17 administration services to the City relating to the Program, as
18 further detailed in the Agreement.

19 **Section 6. Invoking the exception to Section 126.107(g),**
20 **Ordinance Code.** The City is hereby authorized to enter into the
21 Agreement with VyStar Credit Union for the purposes described in
22 Section 5. Pursuant to Section 126.107(g) (Exemptions), Part 1
23 (General Regulations), Chapter 126 (Procurement Code), *Ordinance*
24 *Code*, such procurement is exempted from competitive solicitation
25 because the supplies or services are to be provided by those
26 specifically prescribed within authorizing legislation that
27 appropriates the same. With the exception of the foregoing, all
28 other provisions of Chapter 126, *Ordinance Code*, shall remain in
29 full force and effect.

30 **Section 7. Annual Report.** The Finance and Administration
31 Department is required to make a report annually to the City

1 Council concerning the use of the funds authorized hereby for the
2 Program, including the number of recipients and dollar amounts of
3 the Grants.

4 **Section 8. Oversight Department.** The Finance and
5 Administration Department and Office of Economic Development shall
6 provide oversight for the Program.

7 **Section 9. Requesting Emergency Passage Upon Introduction**
8 **pursuant to Council Rule 4.901.** Emergency passage of this
9 legislation is requested upon introduction. The nature of the
10 emergency is that the negative health and economic impacts of
11 COVID-19 are ongoing and immediate economic assistance will assist
12 in maintaining the viability of such businesses and associated
13 employment.

14 **Section 10. Effective Date.** This ordinance shall become
15 effective upon signature by the Mayor or upon becoming effective
16 without the Mayor's signature.

17 Form Approved:

18
19 /s/ John C. Sawyer

20 Office of General Counsel

21 Legislation prepared by: John Sawyer

22 GC-#1359954-v11-Leg__2020-201_Covid_19_Small_Business_grant-loan_program.doc.

**COVID-19 SMALL BUSINESS RELIEF AND EMPLOYEE RETENTION GRANT
PROGRAM MANAGEMENT AGREEMENT**

This **COVID-19 SMALL BUSINESS RELIEF AND EMPLOYEE RETENTION GRANT PROGRAM MANAGEMENT AGREEMENT** (this "Agreement") is made this ___ day of _____, 2020 (the "Effective Date"), between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (the "City") and **VYSTAR CREDIT UNION**, a Florida chartered credit union ("VyStar").

**Article 1.
PRELIMINARY STATEMENTS**

1.1 Background.

On March 9, 2020 the Governor of the State of Florida issued Executive Order 20-52 declaring a state of emergency in Florida related to the Novel Coronavirus Disease 2019 ("COVID-19"). Thereafter, on March 13, 2020, Mayor Curry of the City issued Emergency Executive Proclamation 2020-001, proclaiming and declaring a state of emergency associated with COVID-19 in the Consolidated City of Jacksonville. Also, on March 13, 2020 President Donald J. Trump declared a National Emergency concerning the COVID-19 outbreak. The citizens and businesses of Duval County are suffering severe economic impacts stemming in part from national, state and local measures closing certain businesses, public schools, public beaches, imposing emergency work-at-home requirements and limiting public gatherings (the "Emergency Measures") in an effort to slow the infection rate of COVID-19.

As a result of the foregoing, VyStar has developed its COVID19 Response Business Community Relief Loan program (the "VyStar Small Business Relief Loan Program") to provide low cost, fixed interest rate loans to eligible small businesses located within Duval County. The loans will have a fixed interest rate of 5.99%, with a maximum loan amount of \$100,000, which will be interest only for the first loan year and thereafter converting to a five year term principal and interest traditional amortizing loan, for a cumulative loan term of six (6) years. The City's financial obligations hereunder are limited to a maximum, cumulative loan pool made available by VyStar pursuant to its loan program in the amount of \$50,000,000.

Pursuant to this Agreement, the City is implementing its COVID-19 Small Business Relief and Employee Retention Grant Program (the "City Small Business Relief Program") also to provide financial assistance to eligible small businesses located in Duval County, in an effort to partially offset the economic and job losses suffered by such businesses as a result of COVID-19 and the Emergency Measures related thereto, and VyStar has agreed to serve as the City's grants administrator and underwriter with regard to the City Small Business Relief Grant Program in accordance with the terms of this Agreement.

For each loan VyStar makes pursuant to the VyStar Small Business Relief Loan Program, the City will provide its grants to each such approved borrower, provided such grant recipient executes at loan closing the Joinder and Consent document attached hereto as Exhibit B and incorporated herein by this reference.

1.2 **Authority.**

The City Council has authorized execution of this Agreement pursuant to City Ordinance 2020-____-E.

1.3 **Coordination by City.**

The City hereby designates the City's Director of Finance and Administration or his or her designee to be the Program Coordinator who will, on behalf of the City, coordinate with VyStar and administer this Agreement according to the terms and conditions contained herein and in the Exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of VyStar to coordinate all project related activities and all matters under this Agreement with the designated Program Coordinator, unless otherwise stated herein.

1.4 **Maximum Indebtedness.**

The maximum indebtedness of the City for all fees, reimbursable items or other costs pursuant to this Agreement shall not exceed the sum of TWENTY-SIX MILLION AND NO/100 DOLLARS (\$26,000,000.00), however, only NINE MILLION AND NO/100 (\$9,000,000.00) will be encumbered at the time of execution of this Agreement by the City. Additional funds may be added to this Agreement by City Council through its annual budget ordinance or via stand-alone legislation appropriating additional funds to this Agreement.

1.5 **Availability of Funds.**

The City's obligations under this Agreement are contingent upon availability of lawfully appropriated funds for the City Small Business Relief Program and this Agreement.

Article 2.

TERM; RENEWAL; TERMINATION FOR CONVENIENCE

2.1 **Term.**

The initial term of this Agreement shall commence on the Effective Date hereof and shall continue in full force and effect for six (6) years and six (6) months, until _____, 2026, unless sooner terminated. The enrollment period for grant recipients shall extend from the Effective Date for an initial six (6) month term, until _____, 2020. The enrollment period may be extended for up to an additional six (6) months upon the mutual agreement of the parties, and if exercised the term of the Agreement shall also extend an additional six (6) months. To the extent the initial six (6) month enrollment period is extended, the City may terminate the second enrollment period for convenience by providing forty-five (45) days written notice thereof to VyStar at its address as set forth in Section 6.4 below.

2.2 **Approval of Agreement.**

By the execution hereof, the parties certify as follows:

- (a) VyStar certifies that

- (i) the execution and delivery hereof has been approved by all parties whose approval is required under the terms of the governing documents creating the particular VyStar entity;
 - (ii) this Agreement does not violate any of the terms or conditions of such governing documents and the Agreement is binding upon VyStar and enforceable against it in accordance with its terms;
 - (iii) the person or persons executing this Agreement on behalf of VyStar are duly authorized and fully empowered to execute the same for and on behalf of VyStar;
 - (iv) VyStar and each entity composing VyStar is duly authorized to transact business in the State of Florida and has received all necessary permits and authorizations required by appropriate governmental agencies as a condition to doing business in the State of Florida; and
 - (v) VyStar, its business operations, and each person or entity composing VyStar are in compliance with all federal, state and local laws.
- (b) The City certifies that the execution and delivery hereof is binding upon the City to the extent provided herein and enforceable against it in accordance with its terms.

Article 3.

CITY SMALL BUSINESS RELIEF PROGRAM GRANTS

3.1 City Small Business Relief Program Grants.

Pursuant to the terms and conditions of this Agreement, VyStar will provide to the City underwriting and processing services attendant to the management and operation of grants under the City's Small Business Relief Program (collectively, the "Grants"). The following minimum requirements must be satisfied in order for a loan applicant to be eligible to participate in the City's Small Business Relief Program:

- (a) Business must have a physical location within Duval County at which employees work;
- (b) Business must have demonstrated at least one (1) year in operations and provide most recent year's filed tax returns for the business and all owners;
- (c) Business must have between 2 and 100 employees in addition to the business owners;
- (d) Business must be able to demonstrate negative economic impacts from COVID-19;

Any business types VyStar excludes from their standard lending criteria shall also be excluded from eligibility under the City's Small Business Relief Program, as well as any businesses engaged in any illegal activity.

VyStar's loan requirements and application process for its loans are attached hereto as **Exhibit A** and shall also be applicable to eligibility to the City's Small Business Relief Program.

As between the City and VyStar, VyStar shall be solely responsible for any and all credit losses arising under or related to loans issued pursuant to its VyStar Small Business Relief Loan Program.

3.2 Payment of City Small Business Relief Program Grants.

Upon approval of a loan application pursuant to the VyStar Small Business Relief Loan Program, VyStar will provide email notice to the City at its email addresses as set forth in Section 6.4 below, providing the approved small business' legal name, address, loan term, loan interest rate and loan amount, as well as the Joinder and Consent document attached hereto as **Exhibit B** duly executed by the approved small business. Failure of an approved business to execute the Joinder and Consent document at loan closing shall result in ineligibility of the business to participate in the Program authorized hereby. Upon execution at loan closing of the Joinder and Consent by the approved business, a grant recipient is eligible for the following economic relief grants, consistent with and pursuant to the terms of this Agreement:

- (a) A \$250 servicing fee for each approved loan in excess of \$5,000 payable by the City to VyStar on behalf of the grant recipient at or near loan closing and after execution by the business at loan closing of the Joinder and Consent document attached hereto as **Exhibit B**;
- (b) A \$1,000 one-time cash payment to the first 3,000 loan recipients under the Program, based on actual loan closings, advanced to the grant recipient payable by VyStar at loan closing and reimbursed to VyStar by the City;
- (c) A grant equal to the interest owed by a grant recipient for year one (1) of the loan (i.e., total interest from loan inception through the one (1) year anniversary of the loan closing date), payable in arrears on a monthly basis;
- (d) Provided the grant recipient has retained fifty percent (50%) of its February 29, 2020 employment levels as reported to the City by an eligible grant recipient as required by Section 4.1 below, a grant payable on a monthly basis equal to the interest owed for subsequent loan years; the City shall notify VyStar by April 30 of each grant year of any grant recipients who have been deemed ineligible to receive such grants, and from and after the date of such notice the City shall have no further obligations to make such grants as to any such grant recipient and the grant recipient shall be responsible for all interest and principal owed on the remaining term of the loan;
- (e) Provided the grant recipient has retained one hundred percent (100%) of its February 29, 2020 employment levels as reported to the City by the grant recipient consistent with the requirements of Section 4.1 below, commencing with the ending balance of the first year of the loan and each year thereafter, a grant payable on an annual basis equal to ten percent (10%) of the principal amount then outstanding on the loan, capped at a maximum of fifty percent (50%) of the original principal amount of the loan for the full term of the loan; the City shall notify VyStar by April 30 of each grant year of any grant recipients who have been deemed ineligible to receive such grants, and from and after the date of such notice the City shall have no further obligations to make such grants as to

any such grant recipient and the grant recipient shall be responsible for all interest (if not otherwise eligible under subparagraph (d) above) and principal owed on the remaining term of the loan.

With the consent of each grant recipient pursuant to the Joinder and Consent attached hereto as **Exhibit B**, the City may make the Grant payments to VyStar on behalf of the grant recipient. The Joinder and Consent shall provide that should the grant recipient be deemed ineligible under either Section 3.2(d) or Section 3.2(e), that the grant recipient shall continue to be liable for all amounts due and owing (including without limitation interest payments) under the terms of the loan.

Article 4. REPORTING

4.1 Reporting.

As soon as is administratively practicable, upon approval by VyStar of a loan application under the VyStar Small Business Relief Loan Program, VyStar shall provide written notice thereof to the City at its address and designated email address set forth in Section 6.4 below, inclusive of the small business legal name, loan amount, principal and interest payments, loan interest rate, and loan term in order for the City to track and monitor its payment obligations for each grant recipient. After a loan closing, on a monthly basis VyStar shall provide to the City information and documentation in pdf and excel format sufficient for the City to verify and calculate the interest and principal amounts as to each current loan made under the VyStar Small Business Relief Loan Program for which the borrower thereunder has also duly executed a Joinder and Consent as attached hereto as **Exhibit B** and is otherwise eligible to participate in the Program. The parties shall work together to develop a quarterly/monthly ACH payment file that remits all duly authorized grant payments, with VyStar providing supporting documentation showing the composition of the total payment amount broken down by grantee.

Grant recipients are required to provide to the City documentation and information reasonably acceptable to the City of the number of full-time and part-time employees of the Grant Recipient as of February 29, 2020 within thirty days of execution of the Joinder and Consent. Failure by the grant recipient to timely provide such information and documentation to the City shall result in such grant recipient being ineligible to participate in the Program authorized hereby. Thereafter, on an annual basis by March 30 of each loan year during the term thereof, a grant recipient shall provide documentation and information in form and content reasonably acceptable to the City regarding employment and wages as of the immediately prior February 28 date. A sample of the general forms of such reports is attached hereto as **Exhibit C**, however, the City reserves the right to request specific data necessary to verify employment and wages that may vary from the form attached as **Exhibit C**. Failure to timely do so shall result in termination of the grant recipient's eligibility to participate in the Program. **Time is of the essence of each grant recipient's reporting obligations under this Section 4.1.**

VyStar's obligation to submit such reports shall continue until a grant recipient is no longer eligible for grant payments pursuant to this Agreement.

VyStar will notify the City via its email addresses in Section 6.4 below of defaulted borrowers such that the City may terminate grant payments to such grantee and/or VyStar that is in default of their

VyStar loan documents. **A default in excess of sixty (60) days shall result in the termination of a grant recipient's participation in the program.**

Within thirty (30) days following the request of the City, VyStar shall provide the City with additional information reasonably requested by the City in order to calculate the grant payments.

**Article 5.
DEFAULTS AND REMEDIES**

5.1 General.

An “Event of Default” under this Agreement shall consist of the breach of any covenant, agreement, representation, provision, or warranty (that has not been cured prior to the expiration of any applicable grace period or notice and cure period contained in this Agreement or such other documents, as applicable) contained in this Agreement.

If any such Event of Default occurs under this Agreement, the non-breaching party may at any time or from time to time proceed to protect and enforce all rights available to the non-breaching party under this Agreement by suit in equity, action at law or by any other appropriate proceeding whether for specific performance of any covenant or agreement contained in this Agreement, or damages, or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations.

5.2 Breach by VyStar

No occurrence shall constitute an Event of Default until the City has given VyStar written notice of the default and thirty (30) calendar days within which to cure the default. If any default cannot reasonably be cured within the initial thirty (30) calendar days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such thirty (30) day period and diligently pursues such cure to a conclusion. Notwithstanding the foregoing, VyStar shall immediately and automatically be in default with respect to this Agreement, and the City shall not be required to give VyStar any notice or opportunity to cure such default (and thus the City shall immediately be entitled to act upon such default), upon the occurrence of any of the following:

Should VyStar make any assignment for the benefit of creditors; or should a receiver, liquidator, or trustee of VyStar of any of VyStar's property be appointed; or should any petition for the adjudication of bankruptcy, reorganization, composition, arrangement or similar relief as to VyStar, pursuant to the Federal Bankruptcy Act or any other law relating to insolvency or relief for debtors, be filed by VyStar; or should VyStar be adjudicated as bankrupt or insolvent; or should VyStar be liquidated or dissolved; or should an involuntary petition seeking to adjudicate VyStar as a bankrupt or to reorganize VyStar be filed against VyStar and remain undismissed for a period of ninety (90) days after the filing date thereof.

5.3 Breach by City.

No occurrence shall constitute an Event of Default until VyStar has given the City written notice of the default and thirty (30) calendar days within which to cure the default. If any default cannot reasonably be cured within the initial thirty (30) calendar days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such

thirty (30) day period and diligently pursues such cure to a conclusion. If the City commits an Event of Default under this Agreement, VyStar shall have, in addition to the remedies expressly provided herein, all remedies allowed by law or equity; provided, however, that in no event shall the City be liable to VyStar for any punitive, speculative, or consequential damages of any kind, and notwithstanding anything herein, in no event shall the City be liable for any costs or damages exceeding the maximum indebtedness amount described in Section 1.4 for any and all City obligations at issue.

Article 6. GENERAL PROVISIONS

6.1 Non-liability of City Officials.

No member, official or employee of the City shall be personally liable to VyStar or to any Person with whom VyStar shall have entered into any contract, or to any other Person, in the event of any default or breach by the City, or for any amount which may become due to VyStar or any other Person under the terms of this Agreement.

6.2 Force Majeure.

No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, severe weather and other acts or failures beyond the control or without the control of any party; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay, and in no event shall any of the foregoing excuse any financial liability of a party.

6.3 Offset.

City shall have the right to offset any amount owed by VyStar under or in connection with this Agreement against any payments owed by City under this Agreement. Such offsets shall be in addition to any other rights or remedies available under this Agreement and applicable law.

6.4 Notices.

All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by an air courier service utilizing return receipts to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail if sent by registered or certified mail, or the date actually received if sent by personal delivery or air courier service, except that notice of a change in address shall be effective only upon receipt.

(a) the City:

City of Jacksonville
Finance and Administration Department
117 West Duval Street, Suite 310
Jacksonville, Florida 32202
Attn: Patrick Greive; pgreive@coj.net
Attn: Randall Barnes; rbarnes@coj.net

With a copy to:

City of Jacksonville
Office of the General Counsel
City Hall-St. James Building
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

(b) VyStar:

VyStar Credit Union
Attn: Jenny H. Vipperman, Chief Lending Officer
76 S. Laura St.
Jacksonville, Florida 32202
vippermanj@vystarcu.org

6.5 Time.

Time is of the essence in the performance by any party and all grant recipients of their obligations hereunder.

6.6 Entire Agreement.

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations and agreements between them with respect to all or any of the matters contained herein.

6.7 Amendment.

This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties.

6.8 Waivers.

Except as otherwise provided herein, all waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by any party in insisting upon strict performance of the provisions hereof or asserting any of its rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with

respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any other party.

6.9 Indemnification.

VyStar shall indemnify, hold harmless and defend the City from and against, without limitation, any loss, claim, suit, action, damage, injury, liability, fine, penalty, cost, and expense of whatsoever kind or nature (including without limitation court, investigation and defense costs and reasonable expert and attorneys' fees and costs) related to any suits and actions of any kind brought against the City or other damages or losses incurred or sustained, or claimed to have been incurred or sustained, by any person or persons arising out of or in connection with any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of VyStar or those under its control that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to VyStar's performance under this Agreement or relating to the Program, except to the extent cause by the sole negligence of the City. Nothing contained in this paragraph shall be construed as a waiver, expansion or alteration of the City's sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes.

This indemnification shall survive the expiration or termination (for any reason) of this Agreement and remain in full force and effect. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to this Agreement or otherwise. The term "City" as used in this Section 6.9 shall include all City's members, officers, officials, employees and agents.

6.10 Severability.

The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.11 Compliance with State and Other Laws.

In the performance of this Agreement, VyStar must comply with any and all applicable federal, state and local laws, rules and regulations, as the same exist and may be amended from time to time. Such laws, rules and regulations include, but are not limited to, Chapter 119, Florida Statutes (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

6.12 Non-Discrimination Provisions.

In conformity with the requirements of Section 126.404, *Ordinance Code*, VyStar represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. VyStar agrees that, on written request, it

will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Chapter 126, Part 4 of the *Ordinance Code*, *provided however*, that VyStar shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. VyStar agrees that, if any of its obligations to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section 6.12 shall be incorporated into and become a part of the subcontract.

6.13 Contingent Fees Prohibited.

In conformity with Section 126.306, *Ordinance Code*, VyStar warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VyStar, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for VyStar, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

6.14 Ethics.

VyStar represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

6.15 Conflict of Interest.

The parties will follow the provisions of Section 126.110, *Ordinance Code* with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

6.16 Public Entity Crimes Notice.

In conformity with the requirements of Section 126.104, *Ordinance Code* and Section 287.133, Florida Statutes, the parties agree as follows:

The parties are aware and understand that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity, in excess of \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

6.17 Survival.

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and remain in effect. Without limiting the foregoing, all obligations for the payment of fees or other sums accruing up to the expiration or termination of this Agreement and all provisions relating to the City's right to conduct an audit shall survive the expiration or termination of this Agreement.

6.18 Incorporation by Reference.

All exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein.

6.19 Order of Precedence.

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: 1) any fully executed amendment; 2) provisions in this Agreement; and 3) exhibits to this Agreement.

6.20 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Execution by electronic means and delivery of a counterpart by electronic means shall be valid for all purposes.

6.21 Independent Contractor.

In the performance of this Agreement, VyStar will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer or association of the City. VyStar and its employees or agents shall be solely responsible for the means, method, technique, sequences and procedures utilized by VyStar in the performance of this Agreement.

6.22 Retention of Records/Audit

VyStar agrees:

- (a) To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the City under this Agreement.
- (b) To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the date of final payment by the City under this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the City.

- (c) Upon demand, at no additional cost to the City, to facilitate the duplication and transfer of any records or documents during the required retention period.
- (d) To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by personnel duly authorized by the City, including but not limited to the City Council auditors.
- (e) At all reasonable times for as long as records are maintained, upon at least thirty (30) days prior written notice to VyStar, to allow persons duly authorized by the City, including but not limited to the City Council auditors, full access to and the right to examine any of VyStar's contracts and related records and documents, regardless of the form in which kept.
- (f) To ensure that all related party transactions are disclosed to the City.
- (g) To include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments of this Agreement.
- (h) Upon at least thirty (30) days prior written notice to VyStar, to permit persons duly authorized by the City, including but not limited to the City Council auditors, to inspect and copy any records, papers, documents, facilities, goods and services of VyStar which are relevant to this Agreement, and to interview any employees and subcontractor employees of VyStar to assure the City of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the City will deliver to VyStar a written report of its findings and request for development by VyStar of a corrective action plan where appropriate. VyStar hereby agrees to timely correct all deficiencies identified in the corrective action plan.
- (i) Additional monies due as a result of any audit or annual reconciliation shall be paid within thirty (30) days of date of the City's invoice.

6.23 Exemption of City.

Neither this Agreement nor the obligations imposed upon the City hereunder shall be or constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provisions requiring the City to levy ad valorem taxes nor a lien upon any properties of the City. Payment or disbursement by the City of any loan or grant amount hereunder is subject to the availability of lawfully appropriated funds. If funds are not available pursuant to a lawful appropriation thereof by the City Council, this Agreement shall be void and the City shall have no further obligations hereunder.

6.24 Parties to Agreement; Successors and Assigns.

This is an agreement solely between the City and VyStar. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto. This Agreement shall be binding upon VyStar and VyStar's successors and assigns, and shall inure to the benefit of the City and its successors and assigns. However, VyStar shall not assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith, without the prior written

consent of the City, which consent may be withheld in the sole discretion of the City for any reason or no reason.

6.25 Venue; Applicable Law.

The rights, obligations and remedies of the parties specified under this Agreement shall be interpreted and governed in all respects by the laws of the State of Florida. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Duval County, Florida, or in the Federal District Court for the Middle District of Florida, Jacksonville Division. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.

6.26 Civil Rights.

VyStar agrees to comply with all of the terms and requirements of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, and the antidiscrimination provisions of Chapter 126, Part 4, of the City Ordinance Code, and further agrees that in its operation under this Agreement it will not discriminate against anyone on the basis of race, color, age, disability, sex or national origin.

6.27 Further Assurances.

VyStar will, on request of the City,

- (a) promptly correct any defect, error or omission herein or in any document executed in connection herewith (collectively the "Program Documents");
- (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Program Documents and to identify and subject to the liens of the Program Documents any property intended to be covered thereby, including any renewals, additions, substitutions replacements, or appurtenances to the subject property;
- (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by the City to protect the liens or the security interest under the Program Documents against the rights or interests of third persons; and
- (d) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Program Documents and this Agreement.

6.28 Exhibits.

In the event of a conflict between any provisions of this Agreement and any exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern.

6.29 **Construction.**

All parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. VyStar further acknowledges that it has had ample time to review this Agreement and related documents with counsel of its choice. Any doubtful or ambiguous provisions contained herein shall not be construed against the party who drafted the Agreement. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

6.30 **Further Authorizations.**

The parties acknowledge and agree that the Mayor of the City, or his designee, and the City's Corporation Secretary, or their respective designees, are hereby authorized to execute any and all other contracts and documents and otherwise take all necessary action in connection with this Agreement and the Resolution.

6.31 **Attorney's Fees.**

Each party shall be responsible for its own attorneys' fees and costs in connection with any legal action related to this Agreement.

IN WITNESS WHEREOF, this Agreement is executed the day and year above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor
Date: _____

FORM APPROVED:

Office of the General Counsel

WITNESS:

VYSTAR CREDIT UNION

Print Name: _____

Print Name: _____

By: _____
Name: _____
Its: _____
Date: _____

Encumbrance and funding information for internal City use:

Account..... _____

Amount.....\$ _____

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent check request[s], as specified in said Contract.

Director of Finance
City Contract # _____

Contract Encumbrance Data Sheet follows immediately.

Exhibit A

VyStar Loan Requirements and Process

The following requirements are specific to the COVID RESPONSE Business Community Relief Loan, some of which are reduced from VyStar's traditional underwriting requirements.

REQUIREMENTS INCLUDE:

- Business must be or must become a member of VyStar Credit Union – all businesses operating in Duval County are eligible.
- Business must have at least one (1) year in operations (three (3) year requirement waived) and provide most recent year's filed tax returns for business and all owners.
- Business must have between 2 and 100 employees in addition to business owners.
- While personal guarantee is required from all business owners, minimum personal credit score of 720 is waived for this program.
- Signed loan application is required.

Application and Funding Process

For an expedited experience, the following application and funding processes will apply to all COVID19 RESPONSE Business Continuity Loans.

THE SMALL BUSINESS WILL:

- Complete a VyStar business loan application. List COVID-19 loan as the "Purpose of Loan".
- Submit the application by emailing it to: jaxreliefloan@vystarcu.org.
 - Please remember to include all required information with your signed application.
- A loan decision will be communicated to the business owner within three (3) business days of receipt of completed loan application.
- If approved, loan documents will be sent via DocuSign within one (1) business day from approval.
- After loan documents are completed, funds will be available for use within one (1) business day from completion of DocuSign.
 - Advances can be requested by emailing a completed draw form to:
BusinessLoanServicing@vystarcu.org.

**Undesirable
Loans
Examples**

The following types of businesses are generally, though not always, considered undesirable loans.

- Adult entertainment industry
- Amusement parks
- Bars
- Casinos and gambling establishments
- Dry cleaners locations with hazardous chemicals on-site
- Gas stations
- Marijuana/Cannabis related
- Meat packers/processors/slaughtering operations
- Time-sharing and health club facilities
- Waste disposal firms/landfills/handlers of environmental contaminants

Exhibit B

Joinder and Consent of Grant Recipient

This Joinder and Consent of Grant Recipient (“Joinder and Consent”) is executed as of this ___ day of _____, 2020, by _____, a _____ corporation/limited liability company (the “Grant Recipient”). Grant Recipient acknowledges and agrees it has received a copy of the COVID-19 Small Business Relief and Employee Retention Grant Program Management Agreement between the City of Jacksonville and VyStar Credit Union dated April __, 2020 (the “Agreement”).

Contemporaneous with the execution of this Joinder and Consent, Grant Recipient has executed and promissory note and related loan documents (collectively, the “Loan Documents”) with VyStar Credit Union (“VyStar”) pursuant to VyStar’s Small Business Relief Loan program.

Grant Recipient hereby joins in and consents to the Agreement for the purposes of participating in the Program (as defined and pursuant to the terms and conditions in the Agreement), and shall be eligible for the Grants referenced in Section 3.2 of the Agreement, provided Grant Recipient fulfills its employment and reporting requirements as set forth in Sections 3.2 and 4.1 of the Agreement. Failure to meet retention requirements under Section 3.2(d) and (e) of the Agreement, and to timely fulfill its reporting requirements under Section 4.1 of the Agreement, or any modification of the Loan Documents are made after the initial closing of the loan, shall result in the immediate termination of Grant Recipient’s eligibility to participate in the Program and Grant Recipient shall continue to be liable for all amounts due and owing (including without limitation interest payments) and all other obligations to VyStar under the terms and conditions of the Loan Documents.

Time is of the essence of the Grant Recipient’s reporting obligations set forth in Section 3.2 and 4.1 of the Agreement.

Grant Recipient consents and agrees City may make grant payments to which Grant Recipient is eligible under the Agreement directly to VyStar Credit Union on behalf of Grant Recipient.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this ___ day of _____, 202_.

GRANT RECIPIENT

Signed, sealed and delivered in our Presence:

Print Name: _____

By: _____

Print Name: _____

Its: _____

Print Name: _____

Exhibit C

Employment Report 2020

Please complete the form below as it relates to the COVID-19 Small Business Relief and Employee Retention Grant Program. Should you have any questions, please call (904) 255-5448 or email wkahn@coj.net. Send completed form to: City of Jacksonville, Office of Economic Development, 117 West Duval Street, Suite 275, Jacksonville, FL 32202, email wkahn@coj.net.

Company name: _____

Mailing Address: _____

Primary Contact Name: _____

Primary Contact Title: _____

Phone: _____ Email: _____

Signature*: _____ Reporting Date: _____

Print Name: _____

This form should be completed to document employment and wages, as required in the Agreement. The first page of this form must be completed. The second page can either be completed with all required information or a report can be run from the Company's HR system. Employees listed on this form must be on the Company's payroll as of February 28 of each loan year. The City reserves the right to audit the Company's records to verify the information included on this form. Confirmation of employee retention shall be calculated on a Full-Time Equivalent (FTE) Job basis, defined as a job or combination of jobs, in which the employee, or combination of employees, works for the company at least 40 hours per week, or is paid as if such work occurred. Only employees that reside within the Metropolitan Statistical Area, defined as residents of Duval, Clay, St. Johns, Nassau and Baker Counties, shall be eligible to count toward the employment requirement.

In order to verify the employment and associated wages, supporting documentation must be provided. This includes copies of one or more of the following: Company payroll records; Florida Department of Revenue Form RT-6 filings; IRS Form 941; or other employment documentation.

***By signing this form, I hereby certify that the information in this Job Report and any accompanying documents is true and correct to the best of my knowledge, information and belief. (Please include a signature from a Vice President or higher ranking officer or in the case of an LLC, a manager or managing member.)**

Employment Report

Item 05



City of Jacksonville, Florida

Lenny Curry, Mayor

Finance and Administration Department
City Hall at St. James
117 W. Duval Street
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

ONE CITY. ONE JACKSONVILLE.

DATE: March 9, 2020
TO: Brian E. Hughes, Chairman
Mayor's Budget Review Committee
THRU: Diane F. Moser, Director
Employee Services
Patrick J. Greive, Director
Finance and Administration
FROM: Damian Cook, Grant Administrator
Grants Office

SUBJECT: HIGHER THAN BUDGETED AMOUNT - HUMAN SERVICES PLANNER III/SPE

This is to request a start rate for a new hire to fill the special purpose employee position of Human Services Planner III/SPE at a higher than budgeted amount. The position is grant funded and budgeted at \$41,999.95 and the offer will be at \$59,051.30. This would be effective on Saturday, March 13, 2020. The Director of Employee Services, Diane F. Moser, supports this request.

This request is due to the business needs of the Grants Office. This position will take on additional duties and responsibilities.

The higher than budgeted amount will cause an impact to the budget of \$17,051.35. This does not include the additional costs for retirement and benefits.

PG	EIN	Budgeted Salary	Current Salary	Proposed Salary at Hire	Proposed Salary (End of Probation)	Impact to Budget
26.16	78272	\$41,999.95	n/a	\$59,051.30	n/a	\$17,051.35
TOTAL FINANCIAL IMPACT:						\$17,051.35

Item 06

**City of Jacksonville, Florida
Request for Budget Transfer Form**

KHA

Department or Area Responsible for Contract / Compliance / Oversight

Council District(s)

Reversion of Funds: _____
(if applicable) Fund / Center / Account / Project * / Activity / Interfund / Future

Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____

CIP (yes or no): No

Justification for Waiver

Justification for / Description of Transfer:

To appropriate recurring grant funding from the Department of Agriculture for the 2020 Summer Lunch Program in accordance with 2019-511-E, Schedule M (see attached), to operate from April 1, 2020 - August 31, 2020. This is a reimbursement grant, that is projected to serve approximately 196,743 lunches and 177,527 snacks at 118 sites located throughout Duval County. The Summer Lunch Program is designed to provide nutritious meals to children during the summer when school is out. The sites are located in neighborhoods where more than 50% of the children living in those areas qualify for free and reduced lunch. Part time hours of 22,000 are also requested. Any excess funds resulting from reimbursement can be carryforward into future summer lunch programs pending State approval.

See attached Related RC 20-104

Net Amount Appropriated and/or Transferred: \$ 990,506.00

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: TD 20-202

	Date Rec'd.	Date Fwd.	Approval	Disapproved
Department Head	<u>3/4/20</u>	<u>3/4/20</u>	<u>[Signature]</u>	
Mayor's Office				
Accounting Division	<u>4/7/20</u>	<u>4/7/20</u>	<u>[Signature]</u>	
Budget Division	<u>3-11-2020</u>		<u>[Signature]</u>	

Date of Action By Mayor: _____

Approved: _____

Division Chief: _____

Date Initiated: 3/3/20

Prepared By: Eunice Dumba

Phone Number: 904-255-4434

Initiated / Requested By (if other than Department): _____

Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants.

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Accounting Codes						
					Fund	Center	Account	Project *	Activity	Interfund	Future
				Total: \$990,506.00							
Rev	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Department of Agriculture	\$990,506.00	10902	181308	331691	010004			

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Accounting Codes						
					Fund	Center	Account	Project *	Activity	Interfund	Future
				Total: \$990,506.00							
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Permanent and Probationary Salaries	\$40,204.00	10902	181308	512010	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Salaries Part Time	\$132,975.00	10902	181308	513060	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Special Pay - Pensionable	\$78.00	10902	181308	515110	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Payroll Taxes (FICA)	\$750.00	10902	181308	521010	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Medicare Tax	\$2,511.00	10902	181308	521020	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Disability Trust Fund - ER	\$121.00	10902	181308	522070	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	GEPP Defined Contribution DC-ER	\$3,302.00	10902	181308	522130	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Group Dental Plan	\$179.00	10902	181308	523010	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Group Life Insurance	\$94.00	10902	181308	523030	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Group Hospitalization Insurance	\$6,687.00	10902	181308	523040	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	City Employees Unemployment Insurance	\$500.00	10902	181308	525001	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Contractual Services	\$700,000.00	10902	181308	534100	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Travel Expenses	\$2,000.00	10902	181308	540020	010004			

Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Local Mileage	\$10,000.00	10902	181308	540210	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Parking and Tolls	\$20.00	10902	181308	540280	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Postage	\$50.00	10902	181308	542001	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	ISA - OGC Legal	\$300.00	10902	181308	549532	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	ISA - Copier Consolidation	\$1,000.00	10902	181308	549511	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	ISA - Copy Center	\$1,500.00	10902	181308	549512	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	ISA - Fleet Part/Oil/Gas	\$2,640.00	10902	181308	549518	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	ISA - Mailroom Charge	\$25.00	10902	181308	549529	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	ISA - Computer System Maintenance / Security	\$3,500.00	10902	181308	549510	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Repairs and Maintenance	\$3,500.00	10902	181308	546030	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Hardware-Software Maintenance & Licenses	\$3,000.00	10902	181308	546620	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Printing and Binding Commercial	\$2,000.00	10902	181308	547210	010004			
	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Advertising and Promotions	\$2,000.00	10902	181308	548010	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Miscellaneous Services & Charges	\$68,570.00	10902	181308	549040	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Office Supplies - Other	\$500.00	10902	181308	551010	010004			
Exp	Kids Hope Alliance Grants	Summer Food Service / Summer Food Service II	Other Operating Supplies	\$2,500.00	10902	181308	552160	010004			

**Kids Hope Alliance
Comprehensive Budget - Schedule M
Fiscal Year 2019 - 2020**

ESTIMATED REVENUE FROM GRANTS	Grant Period	Positions & PT Hours	Federal	State	Private Sources	Total External Funds	COJ Funds* (Local Match)	Total Funds
State of FL. Dept. of Health - USDA Child and Adult Care Food Program - After School Food Program	10/01/19 09/30/20	5 FT Staff / 1,040 PT Hrs	\$3,100,000	\$0	\$0	\$3,100,000	\$10,000	\$3,110,000
State of FL Dept. of Agriculture & Consumer Services - USDA Summer Food Service Program (Sum. 2020)	04/01/20 08/31/20	22,000 PT Hrs	\$1,100,000	\$0	\$0	\$1,100,000	\$0	\$1,100,000
Healthy Families - The Ounce of Prevention FL	07/01/20 06/30/21	4 FT Staff / 1,140 PT Hrs	\$410,200	\$684,300	\$0	\$1,094,500	\$1,040,500	\$2,135,000
FL Department of Education - 21st Century Community Learning Center Grant	08/01/20 07/31/21	2 FT Staff 35,000 PT Hrs.	\$0	\$700,000	\$0	\$700,000	\$155,171	\$855,171
Criminal Justice Reinvestment Grant	11/01/19 10/31/20	1 FT Staff	\$0	\$400,000	\$0	\$400,000	\$60,000	\$460,000
NEW: Department of Health & Human Services - SAMHSA	09/29/19 09/28/20	2 FT Staff	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000
NEW: FL Department of Education - Kids Hope Alliance High School 21st Century Grant	10/01/19 09/30/20	2 FT Staff 35,000 PT Hrs.	\$0	\$700,000	\$0	\$700,000	\$64,000	\$764,000
TOTAL ESTIMATED GRANT REVENUE			\$5,610,200	\$2,484,300	\$0	\$8,094,500	\$1,329,671	\$9,424,171

Essential Service Plans:

	<u>Total Funding</u>	<u>Program Funds (08201)</u>
Early Learning Programs	\$3,503,999	\$2,806,694
Juvenile Justice Prevention/Intervention Programs	\$1,496,007	\$1,261,625
Out of School Time Programs	\$12,829,639	\$12,252,620
Out of School Time Programs - Summer Camp Programs	\$3,954,000	\$3,954,000
Preteen and Teen Programs	\$2,278,203	\$1,783,370
Special Needs Programs	\$6,222,347	\$5,965,095
Special Needs Programs - Grief Counseling & Burial Costs	\$42,732	\$21,366
Preteen and Teen Programs - Mayor's Youth at Work Partnership	\$484,788	

Across All Essential Service Plans:

Youth Travel Trust Fund	\$50,000	
Stop the Violence Program	\$200,000	
	<hr/>	
	\$31,061,715	\$28,044,770 **
KHA - Administrative Funds	\$4,049,671	

Total City Funding:

\$35,111,386

Grant Funding from Above:

\$8,094,500

Total Funding Including Grants:

\$43,205,886

* These funds are included in the Essential Service Plan breakdown below the chart.

** Ties to the Total Essential Service Program Funding on Page 2.

KHA SALARY FOR SUMMER LUNCH PERSONNEL - 2020

Positions	# of Positions	# of Hours	Per Hour Rate	Salary	Medicare Tax	Pay Rate with benefits added	Projected Cost	Notes
OPERATIONAL								
Temp Positions						(base X 1.45%)		
Site Supervisors (20x45 days x 5 hrs.)	20	4,500	\$10.50	\$47,250.00	\$685.13	\$10.65	\$47,935.13	Avg 44 days of operations and 1 day of training = 45 days
Site Aides (10x45 daysx4 hrs.)	10	1,800	\$10.00	\$18,000.00	\$261.00	\$10.15	\$18,261.00	Avg 44 days of operations and 1 day of training = 45 days
		6,300		\$65,250.00	\$946.13			
TOTAL OPERATIONAL							\$66,196.13	
ADMINISTRATIVE								
Temp Positions			Per Hour Rate			(base X 1.45%)		
Site Staff Coordinator (1x45 days x 8 hrs)	1	360	\$14.00	\$5,040.00	\$73.08	\$14.20	\$5,113.08	Avg 44 days of operations and 1 day of training = 45 days
Program Aide (1x45days x 8 hrs.)	1	360	\$15.00	\$5,400.00	\$78.30	\$15.22	\$5,478.30	44 days of operation, 1 day of training =45 days
Site Monitors (10x45daysx8 hrs.)	10	3,600	\$11.50	\$41,400.00	\$600.30	\$11.67	\$42,000.30	Avg 44 days of operations and 1 day of training = 45 days
Administrative Aide (1x45 daysx8hrs.)	1	360	\$13.50	\$4,860.00	\$70.47	\$13.70	\$4,930.47	Avg 44 days of operations and 1 day of training = 45 days
Data Entry Clerks (2x45days x8 hrs)	2	720	\$10.00	\$7,200.00	\$104.40	\$10.15	\$7,304.40	Avg 44 days of operations and 1 day of training = 45 days
Program Data Assistant (1x45 daysx5hrs.)	1	225	\$17.00	\$3,825.00	\$55.46	\$17.25	\$3,880.46	Avg 44 days of operations and 1 day of training = 45 days
		5,625		\$67,725.00	\$982.01	SUBTOTAL	\$68,707.01	
TOTAL HOURS		11,925		\$132,975.00	\$1,928.14	TOTAL PART TIME	\$134,903.14	

Description	Subobject	Vacant Program Assistant	Venesba	Heather Bogarty	Total Per Pay Period	9 Months (After-School Program)	3 Months (Summer Lunch Grant)	Erick McClure	7 Months (After-School Program)	5 Months (Summer Lunch Grant)
Salary	01201	-	1,307.68	1,850.02	3,157.70	61,575.17	20,525.06	1,816.52	27,550.48	19,678.92
Salaries Part Time	01306	-	-	-	-	-	-	-	-	-
Service Incentive	01511	-	-	11.92	11.92	232.50	77.50	-	-	-
Social Security	02101	-	-	115.4	115.44	2,251.09	750.36	-	-	-
Medicare	02102	-	18.96	26.83	45.79	892.84	297.61	26.34	399.48	285.34
Pension Contribution (DB Plan)	02201	-	-	-	-	-	-	-	-	-
Pension Contribution (DB Plan)	2201B	-	-	-	-	-	-	-	-	-
Disability	02207	-	3.92	5.55	9.47	184.73	61.58	5.45	82.65	59.04
Pension Contribution (DC Plan)	02213	-	153.78	-	153.78	2,998.77	999.59	212.53	3,223.37	2,302.41
Group Dental Plan	02301	-	7.50	7.50	15.00	292.50	97.50	7.50	113.75	81.25
Life Insurance	02303	-	1.70	4.85	6.55	127.73	42.58	4.75	72.04	51.46
Health Insurance	02304	-	281.52	324.63	606.15	10,910.70	3,636.90	281.52	4,269.72	3,049.80
Total		-	1,775.07	2,346.74	4,121.81	79,466.03	26,488.68	2,354.60	35,711.49	25,508.22
		-	33,999.70	48,100.52	82,100.22			47,229.40		

Description	Subobject	Total to Summer Lunch Grant	Total to After-School Food Program Grant	Salary and Taxes	
Salary	01201	40,203.98	89,125.65	89,125.65	6.200% 02101 Social Security
Salaries Part Time	01306	-	-	-	
Service Incentive	01511	77.50	232.50	2,251.09	1.450% 02102 Medicare Tax
Social Security	02101	750.36	2,251.09	1,292.32	31.600% 02101 Pension Defined Benefit Rate
Medicare	02102	582.95	1,292.32	82,689.06	11.760% 02213 Pension Defined Contribution Rate
Pension Contribution (DB Plan)	02201	-	-	-	0.300% 02207 GEPP DB Death/Disability Trust Fund Rate
Pension Contribution (DB Plan)	2201B	-	-	-	
Disability	02207	120.62	267.38	-	0.349% 02304 Basic Life Insurance Rate
Pension Contribution (DC Plan)	02213	3,302.00	6,222.14	Total Benefits	02304 - Group Hospitalization Insurance
Group Dental Plan	02301	178.75	406.25	115,177.52	02401 - Workers' Compensation Insurance -
Life Insurance	02303	94.04	199.77	92,669.06	1,658.82 Rentals - Land & Building (per month)*
Health Insurance	02304	6,686.70	15,180.42	22,508.46	128.68 ITD Charges (see monthly allocation)
Total Salary & Benefits		51,998.90	115,177.52		
Special Pay - Go 365	01501	-	100.00		
			115,277.52		
Health Insurance	02304	-	-		

Kids Hope Alliance
Attachment #1

From:	Account Number					Amount	ICloud Account
	Account Title	Index	Subobject	Grant #	Grant Detl.		
Florida Department of Agriculture and Consumer Service:	JCCC192SL	331691	JCC015	20		990,506	331691
Total						990,506	

To:	Account Number					Amount	ICloud Account
	Account Title	Index	Subobject	Grant #	Grant Detl.		
Permanent and Probationary Salaries	JCCC192SL	01201	JCC015	20		40,204	512010
Salaries Part-time	JCCC192SL	01306	JCC015	20		132,975	513060
Service Incentive	JCCC192SL	01511	JCC015	20		78	515110
Payroll Taxes (FICA)	JCCC192SL	02101	JCC015	20		750	521010
Medicare Tax	JCCC192SL	02102	JCC015	20		2,511	521020
Disability Trust Fund	JCCC192SL	02207	JCC015	20		121	522070
Pension Contribution (DC Plan)	JCCC192SL	02213	JCC015	20		3,302	522130
Group Dental Plan	JCCC192SL	02301	JCC015	20		179	523010
Group Life	JCCC192SL	02303	JCC015	20		94	523030
Group Hospitalization	JCCC192SL	02304	JCC015	20		6,687	523040
Unemployment Insurance	JCCC192SL	02501	JCC015	20		500	525001
Contractual Services	JCCC192SL	03410	JCC015	20		700,000	534100
Travel Expenses	JCCC192SL	04002	JCC015	20		2,000	540020
Local Mileage	JCCC192SL	04021	JCC015	20		10,000	540210
Parking and Tolls	JCCC192SL	04028	JCC015	20		20	540280
Postage	JCCC192SL	04101	JCC015	20		50	542001
OGC Legal	JCCC192SL	04205	JCC015	20		300	549532
Copier Consolidation	JCCC192SL	04207	JCC015	20		1,000	549511
Copy Center	JCCC192SL	04211	JCC015	20		1,500	549512
ISA-Fleet Part/Oil	JCCC192SL	04217	JCC015	20		2,640	549518
ISA Mailroom	JCCC192SL	04221	JCC015	20		25	549529
ISA - ITD Comp Sys Maint/Telecom/Cell Phone/Security	JCCC192SL	04223	JCC015	20		3,500	549510
Computer Software (Colyar Technology Solutions-CTS Meal Track)	JCCC192SL	04662	JCC015	20		3,000	546620
Repairs and Maintenance	JCCC192SL	04603	JCC015	20		3,500	546030
Printing and Binding	JCCC192SL	04721	JCC015	20		2,000	547210
Advertising and Promotion	JCCC192SL	04801	JCC015	20		2,000	548010
Miscellaneous Services	JCCC192SL	04938	JCC015	20		68,570	549040
Office Supplies	JCCC192SL	05101	JCC015	20		500	551010
Other Operating Supplies	JCCC192SL	05216	JCC015	20		2,500	552160
Total						990,506	

(0)

KIDS HOPE ALLIANCE

CALCULATION OF TOTAL REIMBURSEMENT AMOUNT

Meal Type	Number of Meals	Rate Per Meal	Reimbursement Amount
Lunch	196,743	4.1525	\$816,975.31
Snacks	177,527	0.9775	\$173,532.64
TOTAL REIMBURSEMENT AMOUNT			\$990,507.95

DEPARTMENT OF AGRICULTURE

Food and Nutrition Service

Summer Food Service Program

2020 Reimbursement Rates

AGENCY: Food and Nutrition Service, USDA.

ACTION: Notice.

SUMMARY: This notice informs the public of the annual adjustments to the reimbursement rates for meals served in the Summer Food Service Program for Children. These adjustments address changes in the Consumer Price Index, as required under the Richard B. Russell National School Lunch Act. The 2020 reimbursement rates are presented as a combined set of rates to highlight simplified cost accounting procedures. The 2020 rates are also presented individually, as separate operating and administrative rates of reimbursement, to show the effect of the Consumer Price Index adjustment on each rate.

DATES: *Implementation date:* January 1, 2020.

FOR FURTHER INFORMATION CONTACT: J. Kevin Maskornick, Program Monitoring and Operational Support Division, Child Nutrition Programs, Food and Nutrition Service, United States Department of Agriculture, 1320 Start Printed Page 5370Braddock Place, Suite 401, Alexandria, Virginia 22314.

SUPPLEMENTARY INFORMATION: The Summer Food Service Program (SFSP) is listed in the Catalog of Federal Domestic Assistance under No. 10.559 and is subject to the provisions of Executive Order 12372, which requires intergovernmental consultation with State and local officials. (See 2 CFR, 415 and final rule-related notice published at [48 FR 29114](#), June 24, 1983.)

In accordance with the Paperwork Reduction Act of 1995, [44 U.S.C. 3501-3520](#), no new recordkeeping or reporting requirements have been included that are subject to approval from the Office of Management and Budget.

This notice is not a rule as defined by the Regulatory Flexibility Act, [5 U.S.C. 601-612](#), and thus is exempt from the provisions of that Act. Additionally, this notice has been determined to be exempt from formal review by the Office of Management and Budget under Executive Order 12866.

Definitions

The terms used in this notice have the meaning ascribed to them under [7 CFR part 225](#) of the SFSP regulations.

Background

This notice informs the public of the annual adjustments to the reimbursement rates for meals served in SFSP. In accordance with sections 12(f) and 13, [42 U.S.C. 1760\(f\)](#) and 1761, of the Richard B. Russell National School Lunch Act (NSLA) and SFSP regulations under [7 CFR part 225](#), the United States Department of Agriculture announces the adjustments in SFSP payments for meals served to participating children during calendar year 2020.

The 2020 reimbursement rates are presented as a combined set of rates to highlight simplified cost accounting procedures. Reimbursement is based solely on a “meals times rates” calculation, without comparison to actual or budgeted costs.

Sponsors receive reimbursement that is determined by the number of reimbursable meals served, multiplied by the combined rates for food service operations and administration. However, the combined rate is based on separate operating and administrative rates of reimbursement, each of which is adjusted differently for inflation.

Calculation of Rates

The combined rates are constructed from individually authorized operating and administrative reimbursements. Simplified procedures provide flexibility, enabling sponsors to manage their reimbursements to pay for any allowable cost, regardless of the cost category. Sponsors remain responsible, however, for ensuring proper administration of the Program, while providing the best possible nutrition benefit to children.

The operating and administrative rates are calculated separately. However, the calculations of adjustments for both cost categories are based on the same set of changes in the *Food Away From Home* series of the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor. They represent a 3.2 percent increase in this series for the 12-month period, from November 2018 through November 2019 (from 278.306 in November 2017 to 287.255 in November 2019).

Table of 2020 Reimbursement Rates

Presentation of the 2020 maximum per meal rates for meals served to children in SFSP combines the results from the calculations of operational and administrative payments, which are further explained in this notice. The total amount of payments to State agencies for disbursement to SFSP sponsors will be based upon these adjusted combined rates and the number of meals of each type served. These adjusted rates will be in effect from January 1, 2020 through December 31, 2020.

These changes are reflected below.

All States except Alaska and Hawaii—Rural or Self-prep Sites—Breakfast—2 dollars and 37.50 cents (7.75 cent increase from the 2019 reimbursement rate), Lunch or Supper—4 dollars and 15.25 cents (12 cent increase), Snack—97.75 cents (2.5 cent increase); All Other Types of Sites—Breakfast—2 dollars

and 33 cents (7.5 cent increase), Lunch or Supper—4 dollars and 8.75 cents (12 cent increase), Snack—95.5 cents (2.25 cent increase).

Alaska—Rural or Self-prep Sites—Breakfast—3 dollars and 84.75 cents (12.25 cent increase), Lunch or Supper—6 dollars and 73.75 cents (21 cent increase), Snack—1 dollar and 59.25 cents (4.5 cent increase); All Other Types of Sites—Breakfast—3 dollars and 77.5 cents (12 cent increase), Lunch or Supper—6 dollars and 63 cents (20.75 cent increase), Snack—1 dollar and 55.75 cents (4.5 cent increase).

Hawaii—Rural or Self-prep Sites—Breakfast—2 dollars and 77 cents (8.75 cent increase), Lunch or Supper—4 dollars and 86 cents (14.5 cent increase), Snack—1 dollar and 14.5 cents (3.25 cent increase); All Other Types of Sites—Breakfast—2 dollars and 71.75 cents (8.5 cent increase), Lunch or Supper—4 dollars and 78.25 cents (14.25 cent increase), Snack—1 dollar and 12 cents (3.5 cent increase).

2020 Reimbursement Rates (Combined)

Per Meal Rates in whole or fractions of U.S. dollars	All States except Alaska and Hawaii	All States except Alaska and Hawaii	Alaska	Alaska	Hawaii	Hawaii
Site Types	Rural or Self-prep Sites	All Other Types of Sites	Rural or Self-prep Sites	All Other Types of Sites	Rural or Self-prep Sites	All Other Types of Sites
Breakfast	2.3750	2.3300	3.8475	3.7750	2.7700	2.7175
Lunch or Supper	4.1525	4.0875	6.7375	6.6300	4.8600	4.7825
Snack	0.9775	0.9550	1.5925	1.5575	1.1450	1.1200

Operating Rates

The portion of the SFSP rates for operating costs is based on payment amounts set in section 13(b)(1) of the NSLA, [42 U.S.C. 1761\(b\)\(1\)](#). They are rounded down to the nearest whole cent, as required by section 11(a)(3)(B)(iii) of the NSLA, [42 U.S.C. 1759a\(a\)\(3\)\(B\)\(iii\)](#).

These changes are reflected below.

All States except Alaska and Hawaii—Breakfast—2 dollars and 16 cents (7 cents increase from the 2019 reimbursement rate), Lunch or Supper—3 dollars and 76 cents (11 cents increase), Snack—87 cents (2 cents increase).

Alaska—Breakfast—3 dollars and 50 cents (11 cents increase), Lunch or Supper—6 dollars and 10 cents (19 cents increase), Snack—1 dollar and 42 cents (4 cents increase).

Hawaii—Breakfast—2 dollars and 52 cents (8 cents increase), Lunch or Supper—4 dollars and 40 cents (13 cents increase), Snack—1 dollar and 2 cents (3 cents increase).

Operating Component of 2020 Reimbursement Rates

Operating Rates in U.S. dollars, rounded down to the nearest whole cent	All States except Alaska and Hawaii	Alaska	Hawaii
Breakfast	2.16	3.50	2.52
Lunch or Supper	3.76	6.10	4.40
Snack	0.87	1.42	1.02

Administrative Rates

The administrative cost component of the reimbursement is authorized under section 13(b)(3) of the NSLA, 42 U.S.C. 1761(b)(3). Rates are higher for sponsors of sites located in rural areas and for “self-prep” sponsors that prepare their own meals at the SFSP site or at a central facility instead of purchasing them from vendors. The administrative portion of SFSP rates are adjusted, either up or down, to the nearest quarter-cent.

These changes are reflected below.

All States except Alaska and Hawaii—Rural or Self-prep Sites—Breakfast—21.50 cents (0.75 cent increase from the 2019 reimbursement rate), Lunch or Supper—39.25 cents (1 cent increase), Snack—10.75 cents (0.5 cent increase); All Other Types of Sites—Breakfast—17 cents (0.5 cent increase), Lunch or Supper—32.75 cents (1 cent increase), Snack 8.5 cents (0.25 cent increase).

Alaska—Rural or Self-prep Sites—Breakfast—34.75 cents (1.25 cent increase), Lunch or Supper—63.75 cents (2 cent increase), Snack—17.25 cents (0.5 cent increase); All Other Types of Sites—Breakfast—27.50 cents (1 cent increase), Lunch or Supper—53 cents (1.75 cent increase), Snack—13.75 cents (0.5 cent increase).

Hawaii—Rural or Self-prep Sites—Breakfast—25 cents (0.75 cent increase), Lunch or Supper—46 cents (1.5 cent increase), Snack—12.50 cents (0.25 cent increase); All Other Types of Sites—Breakfast—19.75 cents (0.5 cent increase), Lunch or Supper—38.25 cents (1.25 cent increase), Snack—10 cents (0.5 cent increase).

Administrative Component of 2020 Reimbursement Rates

Administrative Rates in U.S. dollars, adjusted, up or down, to the nearest quarter-cent	All States except Alaska and Hawaii	All States except Alaska and Hawaii	Alaska	Alaska	Hawaii	Hawaii
Site Types	Rural or Self-prep Sites	All Other Types of Sites	Rural or Self-prep Sites	All Other Types of Sites	Rural or Self-prep Sites	All Other Types of Sites
Breakfast	0.2150	0.1700	0.3475	0.2750	0.2500	0.1975
Lunch or Supper	0.3925	0.3275	0.6375	0.5300	0.4600	0.3825
Snack	0.1075	0.0850	0.1725	0.1375	0.1250	0.1000

Authority: Sections 9, 13, and 14, Richard B. Russell National School Lunch Act, 42 U.S.C. 1758, 1761, and 1762a, respectively.

End Authority Start Signature

Dated: January 14, 2020.

Pamilyn Miller,

Administrator,

USDA Food and Nutrition Service.

Date

Kids Hope Alliance
Comprehensive Budget - Schedule M (Revised)
Fiscal Year 2019 - 2020

ESTIMATED REVENUE FROM GRANTS	Grant Period	Positions & PT Hours	Federal	State	Private Sources	Total External Funds	COJ Funds* (Local Match)	Total Funds
State of FL Dept. of Health - USDA Child and Adult Care Food Program - After School Food Program	10/01/19 09/30/20	5 FT Staff/ 1,040 PT Hrs	\$3,100,000	\$0	\$0	\$3,100,000	\$10,000	\$3,110,000
State of FL Dept. of Agriculture & Consumer Services - USDA Summer Food Service Program (Sum. 2020)	04/01/20 08/31/20	22,000 PT Hrs	\$1,100,000	\$0	\$0	\$1,100,000	\$0	\$1,100,000
Healthy Families - The Ounce of Prevention FL	07/01/20 06/30/21	4 FT Staff/ 1,140 PT Hrs	\$410,200	\$684,300	\$0	\$1,094,500	\$1,040,500	\$2,135,000
FL Department of Education - 21st Century Community Learning Center Grant	08/01/20 07/31/21	2 FT Staff 35,000 PT Hrs.	\$0	\$700,000	\$0	\$700,000	\$155,171	\$855,171
Criminal Justice Reinvestment Grant	11/01/19 10/31/20	1 FT Staff	\$0	\$400,000	\$0	\$400,000	\$60,000	\$460,000
NEW: Department of Health & Human Services - SAMHSA	09/29/19 09/28/20	2 FT Staff	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$1,000,000
NEW: FL Department of Education - Kids Hope Alliance High School 21st Century Grant	10/01/19 09/30/20	2 FT Staff 35,000 PT Hrs.	\$0	\$700,000	\$0	\$700,000	\$64,000	\$764,000
TOTAL ESTIMATED GRANT REVENUE			\$5,610,200	\$2,484,300	\$0	\$8,094,500	\$1,329,671	\$9,424,171

	<u>Total Funding</u>	<u>Program Funds (08201)</u>
<u>Essential Service Plans:</u>		
Early Learning Programs	\$3,503,999	\$2,806,694
Juvenile Justice Prevention/Intervention Programs	\$1,496,007	\$1,261,625
Out of School Time Programs	\$12,829,639	\$12,252,620
Out of School Time Programs - Summer Camp Programs	\$3,954,000	\$3,954,000
Preteen and Teen Programs	\$2,278,203	\$1,783,370
Special Needs Programs	\$6,222,347	\$5,965,095
Special Needs Programs - Grief Counseling & Burial Costs	\$42,732	\$21,366
Preteen and Teen Programs - Mayor's Youth at Work Partnership	\$484,788	
<u>Across All Essential Service Plans:</u>		
Youth Travel Trust Fund	\$50,000	
Stop the Violence Program	\$200,000	
	<hr/>	<hr/>
KHA - Administrative Funds	\$31,061,715	\$28,044,770 **
	<hr/>	<hr/>
Total City Funding:	\$35,111,386	
Grant Funding from Above:	\$8,094,500	
Total Funding Including Grants:	<hr/> \$43,205,886 <hr/>	

* These funds are included in the Essential Service Plan breakdown below the chart.

** Ties to the Total Essential Service Program Funding on Page 2.

1 Introduced by Council President Wilson:
2
3

4 **ORDINANCE 2019-511-E**

5 AN ORDINANCE APPROPRIATING \$28,044,770 FROM
6 SPECIAL COUNCIL CONTINGENCY - KHA TO THE KIDS
7 HOPE ALLIANCE (KHA); PROVIDING FOR THE KIDS
8 HOPE ALLIANCE BOARD COMPREHENSIVE BUDGET
9 TRANSFER POWERS; PROVIDING FOR WAIVER OF
10 SECTION 77.113 (ANNUAL OPERATING BUDGET;
11 BUDGET TRANSFERS), CHAPTER 77 (KIDS HOPE
12 ALLIANCE), *ORDINANCE CODE*, TO ALLOW FOR BUDGET
13 TRANSFERS WITHIN THE ESSENTIAL SERVICE PLAN
14 CATEGORIES; APPROVING AND AUTHORIZING
15 EXECUTION OF DOCUMENTS BY THE MAYOR OR HIS
16 DESIGNEE AND CORPORATION SECRETARY;
17 AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS
18 BY THE EXECUTIVE DIRECTOR OF THE KHA;
19 AUTHORIZING THE OFFICE OF GENERAL COUNSEL AND
20 THE COUNCIL AUDITOR'S OFFICE TO MAKE ALL
21 CHANGES NECESSARY TO EFFECTUATE THE COUNCIL'S
22 ACTION; PROVIDING AN EFFECTIVE DATE.
23

24 **BE IT ORDAINED** by the Council of the City of Jacksonville:

25 **Section 1. Appropriation.** For the 2019-2020 fiscal year,
26 within the City's budget, there are hereby appropriated the
27 indicated sum(s) from the account(s) listed in subsection (a) to
28 the account(s) listed in subsection (b):
29 (Account information is attached hereto as **Exhibit 1** and
30 incorporated herein by this reference)
31

1 (a) Appropriated from:
2 See **Exhibit 1** \$28,044,770

3 (b) Appropriated to:
4 See **Exhibit 1** \$28,044,770

5 (c) **Explanation of Appropriation:** the appropriation
6 above is appropriating \$28,044,770 from Special
7 Council Contingency - KHA to the Kids Hope Alliance
8 for subsidies and contributions to private
9 organizations.

10 **Section 2. Kids Hope Alliance Board Comprehensive Budget**
11 **Transfer Powers.**

12 The Kids Hope Alliance Board fiscal year 2019-2020 budget of
13 \$28,044,770 for subsidies and contributions to private
14 organizations comprised of federal, state, City and private
15 funding, is herein appropriated, with the provision that the Kids
16 Hope Alliance Board must return to City Council to obtain the
17 Council's approval as provided below:

18 **(a) Grants Received by Kids Hope Alliance.**

19 The Kids Hope Alliance is authorized and directed to follow
20 the grant approval process as outlined in Section 1.3 (e)(1)&(2) in
21 the City Budget Ordinance, 2019-504-E.

22 **(b) Kids Hope Alliance Board transfer within the Essential**
23 **Services Plan (the "Plan"), as defined in §77.107, Ordinance Code.**

24 In accordance with the Mayor's transfer policy, the Kids Hope
25 Alliance Board is authorized to transfer, through a transfer
26 directive, (i) appropriations within each of the Essential Services
27 Plan Categories; and (ii) appropriations between Essential Services
28 Plan Categories, provided that cumulative transfers out of an
29 Essential Service Category do not exceed 10% of the individual
30 Essential Services Category budget from which the funds are being
31 transferred. Any transfer out of an Essential Services Category

1 that results in more than 10% of an individual Essential Services
2 Category budget being transferred out shall require City Council
3 approval. There shall be provided to the Council Auditor at the end
4 of each quarter a copy or a summary of the written documentation of
5 all transfers made without City Council approval.

6 **(c) Approval and Authorization to execute agreements and**
7 **Invoking the exception to Section 126.107(g), Ordinance Code, for**
8 **named Grant Recipients.**

9 Subject to the authorization terms in Grant Agreements, the
10 Mayor, or his designee, and the Corporation Secretary and/or the
11 Chief Executive Officer of the Kids Hope Alliance ("CEO") are
12 hereby authorized to contract directly with the entities listed in
13 the grant awards for the following grants received: Department of
14 Health & Human Services (SAMHSA) - Grant; and Criminal Justice
15 Reinvestment Grant, as shown in Schedule M attached hereto as
16 **Exhibit 2** and incorporated herein by this reference. Pursuant to
17 Section 126.107(g) (Exemptions), Part 1 (General Regulations),
18 Chapter 126 (Procurement Code), *Ordinance Code*, such services are
19 exempted from competitive solicitation because the services to be
20 provided are being approved via authorizing legislation pursuant to
21 this ordinance.

22 **(d) Approval and authorization to execute agreements and**
23 **invoking the exception to Section 126.107(g), Ordinance Code, for**
24 **Full Service School Providers.**

25 The Mayor, or his designee, the Corporation Secretary, and/or
26 the Chief Executive Officer of the Kids Hope Alliance ("CEO") are
27 hereby authorized to execute contract extensions with the special
28 needs program providers: Jewish Family & Community Services, Inc.,
29 Children's Home Society of Florida, Inc., Child Guidance Center,
30 Inc., and Daniel Memorial, Inc., as shown in Schedule M attached
31 hereto as **Exhibit 2** and incorporated herein by this reference. The

1 special needs program services contract extensions shall be from
2 October 1, 2019 through September 30, 2020, and subject to the same
3 terms and conditions of the existing contracts. Pursuant to
4 Section 126.107(g) (Exemptions), Part 1 (General Regulations),
5 Chapter 126 (Procurement Code), *Ordinance Code*, such services are
6 exempted from competitive solicitation because the services to be
7 provided are being approved via authorizing legislation pursuant to
8 this ordinance.

9 **(e) Approval and authorization to execute direct contracts**
10 **with Early Learning Coalition of Duval, Inc. for Early Learning**
11 **Programs; Invoking the exception to Section 126.107(g), *Ordinance***
12 ***Code*.** The Kids Hope Alliance is hereby authorized to procure
13 children's services for early learning programs from Early Learning
14 Coalition of Duval, Inc. in the contract amounts as shown in
15 Schedule M attached hereto as **Exhibit 2** and incorporated herein by
16 this reference. Pursuant to Section 126.107(g) (Exemptions), Part 1
17 (General Regulations), Chapter 126 (Procurement Code), *Ordinance*
18 *Code*, such services are exempted from competitive solicitation
19 because the children's services to be provided by the specified
20 providers are being appropriated and approved in this authorizing
21 legislation. The Mayor, or his designee, the Corporation Secretary,
22 and/or the Chief Executive Officer of the Kids Hope Alliance
23 ("CEO") are hereby authorized to execute contracts with Early
24 Learning Coalition of Duval, Inc. for the children's services
25 programs as shown in Schedule M attached hereto as **Exhibit 2**.

26 **(f) Approval and authorization to execute direct contracts**
27 **with Communities in Schools of Jacksonville, Inc. and Young Men's**
28 **Christian Association of Florida's First Coast, Inc. for**
29 **Afterschool Programs; Invoking the exception to Section 126.107(g),**
30 ***Ordinance Code*.** The Kids Hope Alliance is hereby authorized to
31 procure children's services for afterschool programs from

1 Communities in Schools of Jacksonville, Inc. at DuPont Middle
2 School and from Young Men's Christian Association of Florida's
3 First Coast, Inc. at Southside Middle School and Windy Hill, Ramona
4 Boulevard and Jacksonville Heights Elementary Schools in the
5 contract amounts as shown in Schedule M attached hereto as **Exhibit**
6 **2** and incorporated herein by this reference. Pursuant to Section
7 126.107(g) (Exemptions), Part 1 (General Regulations), Chapter 126
8 (Procurement Code), *Ordinance Code*, such services are exempted from
9 competitive solicitation because the children's services to be
10 provided by the specified providers are being appropriated and
11 approved in this authorizing legislation. The Mayor, or his
12 designee, the Corporation Secretary, and/or the Chief Executive
13 Officer of the Kids Hope Alliance ("CEO") are hereby authorized to
14 execute contracts with Communities in Schools of Jacksonville, Inc.
15 and Young Men's Christian Association of Florida's First Coast,
16 Inc. for the afterschool children's services programs as shown in
17 Schedule M attached hereto as **Exhibit 2**.

18 **(g) Waiver of the provisions in Chapter 77 (Kids Hope**
19 **Alliance), Section 77.111(a) (Provider Contracts).** The City hereby
20 waives the provisions in Chapter 77 (Kids Hope Alliance), Section
21 77.111(a) (Provider Contracts) with respect to the contracts
22 approved and authorized herein. Section 77.111(a) requires
23 contracts for children's services to be competitively procured by
24 KHA via an evaluated bid process. The waiver is needed in order to
25 allow the Kids Hope Alliance to enter into direct contracts to
26 expeditiously provide these children's services without the delay
27 involved in a competitive procurement.

28 **Section 3. Waiver of Section 77.113 (Annual operating**
29 **budget; budget transfers), Chapter 77 (Kids Hope Alliance),**
30 **Ordinance Code.** Section 77.113 (Annual operating budget; budget
31 transfers), *Ordinance Code*, regarding the Kids Hope Alliance budget

1 transfer authority is hereby waived. The provisions for Kids Hope
2 Alliance budget transfers are permitted by compliance with Section
3 2(b) herein of this ordinance.

4 **Section 4. Further Authorizations.** The Mayor, or his
5 designee, and the Corporation Secretary, are hereby authorized to
6 execute Agreements and all other contracts and documents and
7 otherwise take all necessary action in connection therewith and
8 herewith. The Kids Hope Alliance, as contract administrator, is
9 authorized to negotiate and execute all necessary changes and
10 amendments to the Agreement and other contracts and documents, to
11 effectuate the purposes of this Ordinance, without further Council
12 action, provided such changes and amendments are limited to
13 amendments that are technical in nature, and further provided that
14 all such amendments shall be subject to appropriate legal review
15 and approval by the General Counsel, or his or her designee, and
16 all other appropriate official action required by law. "Technical"
17 is herein defined as including, but not limited to, changes in
18 legal descriptions and surveys, descriptions of infrastructure
19 improvements and/or any road project, ingress and egress, easements
20 and rights of way, performance schedules (provided that no
21 performance schedule may be extended for more than one year without
22 Council approval) design standards, access and site plan, which
23 have no financial impact.

24 **Section 5. OGC and Council Auditor's Office**
25 **Authorization.** The Office of General Counsel and the Council
26 Auditor's Office are hereby authorized to make all changes to
27 titles, tables of content, Ordinance Code, journal entries,
28 schedules, attachments, editorial and text changes consistent with
29 the changes set forth herein to Ordinance 2019-504 and Ordinance
30 2019-511 to effectuate the Council's action.

31 **Section 6. Effective Date.** This ordinance shall become

1 effective upon signature by the Mayor or upon becoming effective
2 without the Mayor's signature.

3
4 Form Approved:

5
6 /s/ Margaret M. Sidman

7 Office of General Counsel

8 Legislation prepared by: Margaret M. Sidman

9 GC-#1299136-v1-2019-511_KHA

10
11
12
13

FDACS CONTRACT

Amended and Restated Agreement

018611



Florida Department of Agriculture and Consumer Services
Division of Food, Nutrition and Wellness

CHILD NUTRITION PROGRAMS AGREEMENT

ADAM H. PUTNAM
COMMISSIONER

SPONSOR NAME:		SPONSOR NUMBER:	
City of Jacksonville/Jacksonville Children's Commission		1156	
ADDRESS:		CITY:	ZIP:
1095 A. Phillip Randolph Boulevard		Jacksonville, Florida	32206

This is an agreement between the Florida Department of Agriculture and Consumer Services (FDACS) and the sponsor identified to participate in one or more of the following U.S. Department of Agriculture (USDA) Child Nutrition Programs administered by FDACS:

Program	Federal Regulation	CFDA
National School Lunch Program (NSLP) Afterschool Snack Program (ASP) Seamless Summer Option (SSO)	7 CFR 210, 245	10.555
School Breakfast Program (SBP)	7 CFR 220, 245	10.553
Special Milk Program (SMP)	7 CFR 215, 245	10.556
Summer Food Service Program (SFSP)	7 CFR 225	10.559
Food Distribution Program	7 CFR 250	10.550

GENERAL TERMS AND CONDITIONS

1. This Agreement shall be effective from the date the Agreement and Program Application are approved by FDACS. FDACS's performance and obligation to pay under this Agreement are contingent upon continued availability of funds appropriated by Congress for the Child Nutrition Programs and an annual appropriation by the Legislature.
2. This Agreement remains in effect until terminated by either party. At least 30 days written notice must be given to terminate this Agreement. Upon termination of this Agreement, FDACS shall make no further disbursement of funds to the sponsor in accordance with this Agreement, except to reimburse the sponsor in connection with eligible meals served on or prior to the termination of this Agreement. No termination or suspension of this Agreement shall affect the obligation of the sponsor to maintain records and to make such records available for audit.
3. The sponsor has the right to appeal decisions made by FDACS in accordance with 7 CFR 210.18(q) and 7 CFR 225.13 that affect participation in the program(s) or Claims for Reimbursement.
4. The sponsor and participating sites under its jurisdiction shall comply with all provisions of 7 CFR parts 210, 215, 220, 225, 245 and 250.

REQUIREMENTS FOR PARTICIPATION IN CHILD NUTRITION PROGRAMS

Each sponsor operating the National School Lunch Program (NSLP) or Seamless Summer Option (SSO) shall, with respect to participating sites under its jurisdiction:

1. Maintain a nonprofit school food service and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in 7 CFR §210.14 and the limitations on any competitive school food service as set forth in 7 CFR §210.11;
2. Limit its net cash resources to an amount that does not exceed 3 months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with 7 CFR §210.19(a);
3. Maintain a financial management system as prescribed under 7 CFR §210.14(c);
4. Comply with the requirements of the USDA's regulations regarding financial management (2 CFR 200, as applicable);
5. Serve lunches, during the lunch period, which meet the minimum requirements prescribed in 7 CFR §210.10;
6. Price the lunch as a unit in accordance with 7 CFR §210.10(a)(2);
7. Serve lunches free or at a reduced price to all children who are determined by the local educational agency to be eligible for such meals under 7 CFR part 245;
8. Claim reimbursement at the assigned rates only for reimbursable free, reduced price and paid lunches served to eligible children in accordance with 7 CFR part 210. Agree that the sponsor official signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR §210.8 governing claims for reimbursement. Acknowledge that failure to submit accurate claims will result in the recovery of an overclaim and may result in the withholding of payments, suspension or termination of the program as specified in 7 CFR §210.25. Acknowledge that if failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR §210.26 shall apply;
9. Count the number of free, reduced price and paid reimbursable meals served to eligible children at the point of service, or through another counting system if approved by FDACS;
10. Submit Claims for Reimbursement in accordance with 7 CFR §210.8;
11. Comply with the audit regulations stated in 2 CFR 200, Subpart F – Audit Requirements, if during the organization's fiscal year, Federal funds received from all programs totals \$750,000 or more;
12. Comply with the requirements of the USDA's regulations regarding nondiscrimination (7 CFR parts 15, 15a, 15b);
13. Make no discrimination against any child because of his or her eligibility for free or reduced price meals in accordance with the approved Free and Reduced Price Policy Statement;
14. Enter into an agreement to receive donated foods as required by 7 CFR part 250;
15. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety requirements of 7 CFR §210.13;

16. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the USDA;
17. Maintain necessary facilities for storing, preparing and serving food;
18. Upon request, make all accounts and records pertaining to its school food service available to FDACS and to the USDA, for audit or review, at a reasonable time and place. Such records shall be retained for a period of 3 years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the 3 year period as long as required for resolution of the issues raised by the audit;
 - a. For public school districts and charter schools, retain records for five (5) fiscal years in accordance with General Records Schedule GS7 for Public Schools Pre-K-12 and Adult and Career Education. This retention schedule supersedes the requirement above;
19. Maintain files of currently approved and denied free and reduced price applications which must be readily retrievable by school;
20. Directly certify children for free school meals using the Florida Direct Certification System at least three times during the school year as required by FDACS. More frequent direct certification efforts are permissible and encouraged;
21. Maintain files of the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in 7 CFR §245.6(b)(5), which must be readily retrievable by school. Documentation for direct certification must include information obtained directly from the appropriate State or local agency, or other appropriate individual, as specified by the USDA, that:
 - a. A child in the *Family*, as defined in 7 CFR §245.2, is receiving benefits from *SNAP*, *FDPIR* or *TANF*, as defined in 7 CFR §245.2; if one child is receiving such benefits, all children in that family are considered to be directly certified;
 - b. The child is a homeless child as defined in 7 CFR §245.2;
 - c. The child is a runaway child as defined in 7 CFR §245.2;
 - d. The child is a migrant child as defined in 7 CFR §245.2;
 - e. The child is a Head Start child as defined in 7 CFR §245.2; or
 - f. The child is a foster child as defined in 7 CFR §245.2.
22. Retain the individual applications for free and reduced price lunches and meal supplements submitted by families for a period of 3 years after the end of the fiscal year to which they pertain or as otherwise specified under paragraph (18) of this section; and
23. No later than December 31 of each year, provide FDACS with a list of all sites under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for free or reduced price meals as of the last operating day the preceding October. FDACS may designate a month other than October for the collection of this information, in which case the list must be provided to FDACS within 60 calendar days following the end of the month designated by FDACS. In addition, each sponsor shall provide, when available for the sites under its jurisdiction, and upon the request of a sponsoring organization of day care homes of the Child and Adult Care Food Program, information on the boundaries of the

attendance areas for the sites identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals.

Each sponsor with eligible sites, as defined in 7 CFR 210.10(n)(1), that elects to serve meal supplements during afterschool care programs, shall:

1. Serve meal supplements which meet the minimum requirements prescribed in 7 CFR §210.10;
2. Price the meal supplement as a unit in accordance with 7 CFR §210.10(a)(2);
3. Serve meal supplements free or at a reduced price to all children who are determined by the sponsor to be eligible for free or reduced price school meals under 7 CFR part 245;
4. If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
5. Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
6. Claim reimbursement for no more than one meal supplement per child per day;
7. Comply with the audit regulations stated in 2 CFR 200, Subpart F – Audit Requirements, if during the organization's fiscal year, Federal funds received from all programs totals \$750,000 or more;
8. Review each afterschool care program two times a year; the first review shall be made during the first four weeks that the site is in operation each school year, except that an afterschool care program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and
9. Comply with all requirements of 7 CFR §210.9, except that, claims for reimbursement need not be based on "point of service" meal supplement counts (as required by 7 CFR 210.9(b)(9)).

Each sponsor operating the School Breakfast Program (SBP) shall, with respect to participating sites under its jurisdiction:

1. Maintain a nonprofit school food service;
2. In accordance with the financial management system established under 7 CFR §220.13(i), use all revenues received by such food service only for the operation or improvement of that food service except that facilities, equipment, and personnel support with funds provided to a sponsor under this part may be used to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 *et seq.*);
3. Revenues received by the nonprofit school food service shall not be used to purchase land or buildings or to construct buildings;
4. Limit its net cash resources to an amount that does not exceed three months average expenditure for its nonprofit school food service or such other amount as may be approved by FDACS; and
5. Observe the limitations on any competitive food service as set forth in 7 CFR §210.10 and 7 CFR §220.12;

6. Serve breakfasts which meet the minimum requirements prescribed in 7 CFR §220.8, during a period designated as the breakfast period by the site;
7. Price the breakfast as a unit in accordance with 7 CFR §220.8(a)(2);
8. Supply breakfast without cost or at reduced price to all children who are determined by the sponsor to be unable to pay the full price thereof in accordance with the free and reduced price policy statements approved under 7 CFR part 245;
9. Make no discrimination against any child because of his inability to pay the full price of the breakfasts;
10. Claim reimbursement at the assigned rates only for breakfasts served in accordance with the agreement;
11. Submit Claims for Reimbursement in accordance with 7 CFR §220.11 and procedures established by FDACS, or the USDA where applicable;
12. Comply with the audit regulations stated in 2 CFR 200, Subpart F – Audit Requirements, if during the organization's fiscal year, Federal funds received from all programs totals \$750,000 or more;
13. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety requirements in paragraph (a)(2) and paragraph (a)(3) of 7 CFR §220.7;
14. Purchase, in as large quantities as may be efficiently utilized in its nonprofit school food service, foods designated as plentiful by FDACS;
15. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by the USDA;
16. Maintain necessary facilities for storing, preparing, and serving food;
17. Maintain a financial management system as prescribed by FDACS, or the USDA where applicable;
18. Upon request, make all accounts and records pertaining to its nonprofit school food service available to FDACS, to the USDA and to the USDA's Office of Audit for audit or review at a reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.
 - a. For public school districts and charter schools, retain records for five (5) fiscal years in accordance with General Records Schedule GS7 for Public Schools Pre-K-12 and Adult and Career Education. This retention schedule supersedes the requirement above.
19. Retain documentation of free or reduced price eligibility as follows:
 - a. Maintain files of currently approved and denied free and reduced price applications which must be readily retrievable by school for a period of three years after the end of the fiscal year to which they pertain; or
 - b. Maintain files with the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in §245.6(b)(4) of this chapter, which must be readily retrievable by school. Documentation for direct certification must include information obtained

directly from the appropriate State or local agency, or other appropriate individual, as specified by the USDA, that:

- i. A child in the *Family*, as defined in 7 CFR §245.2, is receiving benefits from *SNAP*, *FDPIR* or *TANF*, as defined in §245.2; if one child is receiving such benefits, all children in that family are considered to be directly certified;
 - ii. The child is a homeless child as defined in 7 CFR §245.2;
 - iii. The child is a runaway child as defined in 7 CFR §245.2;
 - iv. The child is a migrant child as defined in 7 CFR §245.2;
 - v. The child is a Head Start child, as defined in 7 CFR §245.2; or
 - vi. The child is a foster child as defined in 7 CFR §245.2.
20. Directly certify children for free school meals using the Florida Direct Certification System at least three times during the school year as required by FDACS. More frequent direct certification efforts are permissible and encouraged; and
21. Comply with the requirements of the USDA's regulations respecting nondiscrimination (7 CFR part 15).

Each sponsor approved to participate in the Special Milk Program (SMP) shall, with respect to sites under its jurisdiction:

1. Operate a nonprofit milk service. However, sponsors may use facilities, equipment, and personnel supported with funds provided to a sponsor to support a nonprofit nutrition program for the elderly, including a program funded under the Older Americans Act of 1965 (42 U.S.C. 3001 *et seq.*).
2. If electing to provide free milk (i) serve milk free to all eligible children, at times that milk is made available to nonneedy children under the program; and (ii) make no discrimination against any needy child because of his inability to pay for the milk.
3. Comply with the requirements of the USDA's regulations respecting nondiscrimination (7 CFR part 15);
4. Claim reimbursement only for milk as defined in this part and in accordance with the provisions of 7 CFR §215.8 and 7 CFR §215.10;
5. Submit Claims for Reimbursement in accordance with 7 CFR §215.10 of this part and procedures established by FDACS or the USDA where applicable;
6. Comply with the audit regulations stated in 2 CFR 200, Subpart F – Audit Requirements, if during the organization's fiscal year, Federal funds received from all programs totals \$750,000 or more;
7. Maintain a financial management system as prescribed by FDACS, or the USDA where applicable;
8. Upon request, make all records pertaining to its milk program available to FDACS and to the USDA for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit; and
9. Retain the individual applications for free milk submitted by families for a period of three years after the end of the fiscal year to which they pertain, except that, if

audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit.

- a. For public school districts and charter schools, retain records for five (5) fiscal years in accordance with General Records Schedule GS7 for Public Schools Pre-K-12 and Adult and Career Education. This retention schedule supersedes the requirement above.

Each sponsor approved for participation in the Summer Food Service Program (SFSP) shall:

1. Operate a nonprofit food service during the period specified, as follows:
 - a. From May through September for children on school vacation;
 - b. At any time of the year, in the case of sponsors administering the Program under a continuous school calendar system; or
 - c. During the period from October through April, if it serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by FDACS, a similar cause.
2. For sponsors, offer meals which meet the requirements and provisions set forth in 7 CFR §225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children;
3. For all other sponsors, serve meals which meet the requirements and provisions set forth in 7 CFR §225.16 during times designated as meal service periods by the sponsor, and serve the same meals to all children;
4. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the program;
5. Issue a free meal policy statement in accordance with 7 CFR §225.6(c);
6. Meet the training requirement for its administrative and site personnel, as required under 7 CFR §225.15(d)(1);
7. Claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children who meet the program's income standards. The agreement shall specify the approved levels of meal service for the sponsor's sites if such levels are required under 7 CFR §225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by FDACS;
8. Submit claims for reimbursement in accordance with procedures established by FDACS, and those stated in 7 CFR §225.9;
9. Comply with the audit regulations stated in 2 CFR 200, Subpart F – Audit Requirements, if during the organization's fiscal year, Federal funds received from all programs totals \$750,000 or more;
10. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;

11. Accept and use, in quantities that may be efficiently utilized in the program, such foods as may be offered as a donation by the USDA;
12. Have access to facilities necessary for storing, preparing, and serving food;
13. Maintain a financial management system as prescribed by FDACS;
14. Maintain on file documentation of site visits and reviews in accordance with 7 CFR §225.15(d) (2) and (3);
15. Upon request, make all accounts and records pertaining to the program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place. The records shall be retained for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved
 - a. For public school districts and charter schools, retain records for five (5) fiscal years in accordance with General Records Schedule GS7 for Public Schools Pre-K-12 and Adult and Career Education. This retention schedule supersedes the requirement above.
16. Submit information as required in this Program agreement that is true and correct, acknowledging that deliberate misrepresentation or withholding of information may result in prosecution under the applicable State and Federal statutes;
17. Maintain children on site while meals are consumed; and
18. Retain final financial and administrative responsibility for its program.

Each sponsor receiving donated foods under FDACS' Food Distribution Program shall:

1. Distribute and use of donated foods is in accordance with 7 CFR part 250;
2. Be responsible for reporting to FDACS for any improper distribution or use of donated foods or for any loss of, or damage to, donated foods caused by their fault or negligence;
3. Have and preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling or distribution; and
4. Take action to obtain restitution in connection with claims for improper distribution, use or loss of, or damage to, donated foods.

ASSURANCE OF CIVIL RIGHTS COMPLIANCE

The sponsor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the United States Department of Agriculture (USDA); Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and the Food and Nutrition Service (FNS) directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the SPONSOR receives federal financial

assistance from the USDA; and gives assurance that it will immediately take measures necessary to effectuate this Agreement.

By accepting this assurance, the sponsor agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of the nondiscrimination laws and permit authorized FDACS and USDA personnel, during hours of program operation, to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the USDA, shall have the right to seek judicial enforcement of this assurance.

This assurance is binding on the sponsor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person (or persons) whose signature(s) appear(s) below is/are authorized to sign this assurance on behalf of the sponsor.

CERTIFICATION REGARDING LOBBYING

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, 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 Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The language of this certification shall be included in the award documents for all sub-awards at all tiers (including sub-contracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the regulations implementing Sections 5151-5160 of the Drug Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 2 CFR Part 182. The regulations, published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), require certification by grantees, prior to award, that they will maintain a drug-free workplace.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or suspension or debarment (see 7 CFR Part 3017, Sections 3017.615 and 3017.620).

1. The applicant certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - b. Establishing an on-going, drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace
 - ii. The grantee's policy of maintaining a drug-free workplace
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs, and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Requiring that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement.
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - e. Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee. Notice shall include the identification number(s) of each affected grant.
 - f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code):

1095 A. Philip Randolph Boulevard, Jacksonville, Duval County, Florida 32206

1199 West Church Street, Jacksonville, Duval County, Florida 32204

Check if there are workplaces on file that are not identified here.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS – PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

1. The prospective primary participant [Sponsor] certifies to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant [Sponsor] is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. The Sponsor, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Jon Heymann

Signature of Authorized Official

Jon Heymann

Printed Name of Authorized Official

Chief Executive Officer

Title

3-30-2017

Date

Sign and return two (2) original copies of this Agreement to:

Florida Department of Agriculture and Consumer Services
Division of Food, Nutrition and Wellness
600 S. Calhoun Street (H2)
Tallahassee, Florida 32399

OFFICIAL USE ONLY

Florida Department of Agriculture and Consumer Services

APPROVED BY:

J.B.H.

Director of Administration

4/19/17

Date

Item 07

	DATE	RECOMMENDED	NOT RECOMMENDED
DIVISION CHIEF:	_____	_____	_____
DEPARTMENT HEAD:	<u>3/17/2020</u>	<u>per Mike Weinstein</u>	_____
HR CHIEF:	<u>3/18/2020</u>	<u>[Signature]</u>	_____
BUDGET OFFICE:	<u>3/18/20</u>	<u>[Signature]</u>	_____

DEPARTMENT: Kids Hope Alliance TO BE EFFECTIVE: May 20, 2020

ACTION	No.	ACTIVITY NO/ DESCRIPTION	TITLE	OCC CODE	PAY GRADE	PAY RANGE
Delete	22,000	JCCC192SL / JCC015 / 19	Part-Time Hours			
Authorize	22,000	JCCC192SL / JCC015 / 20	Part-Time Hours			

FUNDING: Indicate funding for this change:
 Funds are available within current appropriations for this change: Yes No
 If NO, funds will be provided by: _____

Funds will be appropriated via a related transfer directive. _____

JUSTIFICATION:
 Authorize part time hours for the 2020 Summer Lunch Program grant. These positions were authorized via Ord. 2019-511-E Schedule M.

JCCC192SL 10902 181308 ~~000000~~ ^P000000 00000000 000000

Reference TD/BT TD20-202 Council approval required? Yes No Date action required: _____

ACTION TAKEN BY MBRC: _____	SIGNATURES: _____
	Chief Administrative Officer

	MAYOR
AMENDMENTS: _____	Comments: _____
_____	_____

Item 08

City of Jacksonville, Florida Request for Budget Transfer Form

MILITARY AFFAIRS AND VETERANS

Department or Area Responsible for Contract / Compliance / Oversight

N/A

Council District(s)

Reversion of Funds: _____
(if applicable) Subfund / Indexcode / Subobject / Project Prj-Dtl / Grant Grt-Dtl

This is an all-years subfund
Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____

CIP (yes or no): NO

Justification for Waiver

Justification for / Description of Transfer:

Transfer of ~~\$23,000~~ in fund balance to expense account 04904 for the Jacksonville Veterans Memorial Wall Trust Fund.
approp available revenue

Total Amount Appropriated: ~~\$23,000.00~~ \$23,232.62 Ⓢ

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: BT20-057

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head	<u>2/10/20</u>	<u>2/12/20</u>	<i>[Signature]</i>	
Mayor's Office				
Accounting Division	<u>4/7/20</u>	<u>4/7/20</u>	<i>[Signature]</i>	
Budget Division	<u>2-12-2020</u>		<i>[Signature]</i> Ⓢ	

Date of Action By Mayor: _____

Approved: _____

Division Chief: William S. Spann, Department Director

Date Initiated: 1/31/20

Prepared By: Mala D Amrogan *Mala D. Amrogan*

Phone Number: 904-255-5533

Initiated / Requested By (if other than Department): _____

Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants.

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Accounting Codes							
					Fund	Center	Account	Project *	Activity	Interfund	Future	
				Total:	\$23,232.62							
Rev	Jacksonville Veterans Memorial Wall Trust	Jacksonville Veterans Memorial Wall Trust - Subfund Level Activities	Earnings Repo Agreements	\$3,966.00	11518	191026	361020	000000	00001383	00000	0000000	
Rev	Jacksonville Veterans Memorial Wall Trust	Jacksonville Veterans Memorial Wall Trust - Subfund Level Activities	Investment Pool Earnings	\$18,283.00	11518	191026	361101	000000	00001383	00000	0000000	
Rev	Jacksonville Veterans Memorial Wall Trust	Jacksonville Veterans Memorial Wall	Contributions From Private Sources	\$983.62	11518	183102	366020	000000	00001383	00000	0000000	

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Accounting Codes							
					Fund	Center	Account	Project *	Activity	Interfund	Future	
				Total:	\$23,232.62							
Exp	Jacksonville Veterans Memorial Wall Trust	Jacksonville Veterans Memorial Wall	Trust Fund Authorized Expenditures	\$23,232.62	11518	183102	549006	000000	00001383	00000	0000000	

LEGISLATIVE FACT SHEET

DATE: 02/10/20

BT or RC No: BT20-057
(Administration & City Council Bills)

SPONSOR: Military Affairs and Veterans Department
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentation _____

Provide Name: Harrison Conyers

Contact Number: 904-255-5522

Email Address: hconyers@coj.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation. (Minimum of 350 words - Maximum of 1 page.)

Requesting authority to authorize the movement of existing funds from the Jacksonville Veterans Memorial Wall Trust Fund's revenue account to its expense account. This request is necessary to increase the expense line item in order to fund future imprinting of names and maintenance of the Jacksonville Veterans Memorial Wall on a yearly basis or as needed.

APPROPRIATION: Total Amount Appropriated \$23,232.62 as follows:
 List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s)	From: _____	Amount: _____
	To: _____	Amount: _____
Name of State Funding Source(s)	From: _____	Amount: _____
	To: _____	Amount: _____
Name of City of Jacksonville Funding Source(s):	From: Jacksonville Veterans Memorial - TRCS01: Earnings Repo Agreements; Investment Pool Earnings	Amount: \$22,249.00
	To: Jacksonville Veterans Memorial - TRCS01: Trust Fund Authorized Expenditures	Amount: \$22,249.00
Name of Contribution(s):	From: Jacksonville Veterans Memorial - TRCS01: Contributions from Private Sources	Amount: \$983.62
	To: Jacksonville Veterans Memorial - TRCS01: Trust Fund Authorized Expenditures	Amount: \$983.62
Name & Number of Bond Account(s):	From: _____	Amount: _____
	To: _____	Amount: _____

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

Requesting authority to authorize the movement of existing funds from the Jacksonville Veterans Memorial Wall Trust Fund's reveune account to its expense account. This request is necessary to increase the expense line item in order to fund future imprinting of names and maintenance to the Jacksonville Veterans Memorial Wall on a yearly basis or as needed. No fiscal impact on the City of Jacksonville.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No	
Emergency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Justification of Emergency: If yes, explanation must include detailed nature of emergency.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>
Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>
Fiscal Year Carryover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Note: If yes, note must include explanation of all-year subfund carryover language.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>
CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.</p>
Contract / Agreement Approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted?</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
Related RC/BT?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Attachment: If yes, attach appropriate RC/BT form(s).</p>
Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Code Exception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Related Enacted Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>

ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No
Continuation of Grant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?

Surplus Property Certification?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reporting Requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Attachment: If yes, attach appropriate form(s).

Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for

Department Head: 
 Division Chief: _____
 (signature)

Date: 2/10/2020

Prepared By: Mala D. Amogan
 (signature)

Date: 2/10/2020

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

Thru: Bill Spann, Director, Military Affairs and Veterans Dept.

(Name, Job Title, Department)

Phone: 904-255-5521

E-mail: bspenn@coj.net

From: Harrison Conyers, Supervisor, Military Affairs and Veterans Dept.

Initiating Department Representative (Name, Job Title, Department)

Phone: 904-255-5522

E-mail: hconyers@coj.net

Primary Contact: Harrisnn Conyers, Supervisor, Military Affairs and Veterans Dept

(Name, Job Title, Department)

Phone: 904-255-5522

E-mail: hconyers@coj.net

CC: Jordan Elsbury, Intergovernmental Affairs Liaison, Office of the Mayor

Phone: 904-255-5013

E-mail: jelsbury@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, St. James Suite 480

Phone: 904-630-4647

E-mail: psidman@coj.net

From: _____

Initiating Council Member / Independent Agency / Constitutional Officer

Phone: _____

E-mail: _____

Primary Contact: _____

(Name, Job Title, Department)

Phone: _____

E-mail: _____

CC: Jordan Elsbury, Intergovernmental Affairs Liaison, Office of the Mayor

Phone: 904-255-5013

E-mail: jelsbury@coj.net

Legislation from Independent Agencies requires a resolution from the Independent Agency Board approving the legislation.

Independent Agency Action Item: Yes No

Boards Action / Resolution?

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Item 09

City of Jacksonville, Florida Request for Budget Transfer Form

Neighborhoods / Mosquito Control Division

Department or Area Responsible for Contract / Compliance / Oversight

Council District(s)

Reversion of Funds: _____
(if applicable) Fund / Center / Account / Project * / Activity / Interfund / Future

NO
Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____ N/A

CIP (yes or no): _____ NO

Justification for Waiver

N/A

Justification for / Description of Transfer:

This Budget Transfer (BT) is being requested in order to appropriate the fund balance of The Mosquito Control state subfund, 00112. These funds will be used to purchase: aerosol spray machines, mobile devices for field technicians, protective safety equipment for field technicians, replace the heliports hanger door, replace the 1998 state funded vehicle, replace the perimeter fencing for the 12-acre facility, and purchase biological control products in support of current operations during FY2020, per Chapter 388.311, Florida Statutes and Rule 5E-13.027(1), Florida Administrative Code (FAC). This BT will be certified as a budget amendment by the Florida Department of Agriculture and Consumer Services (FDACS).

Net Amount Appropriated and/or Transferred: _____ \$153,900.00

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: BT20-063

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head	4/3/20	4/3/20		
Mayor's Office				
Accounting Division	4/7/20	4/7/20		
Budget Division	4-6-20			

Date of Action By Mayor: _____

Approved: _____

Division Chief: _____ Randy Wishard, Chief Mosquito Control Division

Date Initiated: 4/3/20

Prepared By: _____ Daniel Nasr, Finance Manager

Phone Number: 255-8831

Initiated / Requested By (if other than Department): _____

Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants.

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

					Accounting Codes						
Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Fund	Center	Account	Project *	Activity	Interfund	Future
				Total:	\$153,900.00						
Rev	Mosquito Control State 1	Mosquito Control State 1	Transfer from Fund Balance	\$153,900.00	00112	191009	389010		00000707		

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

					Accounting Codes						
Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Fund	Center	Account	Project *	Activity	Interfund	Future
				Total:	\$153,900.00						
Exp	Mosquito Control State 1	Mosquito Control State 1	Repairs and Maintenance	\$52,000.00	00112	175104	546030				
Exp	Mosquito Control State 1	Mosquito Control State 1	Other Operating Supplies	\$51,900.00	00112	175104	552160				
Exp	Mosquito Control State 1	Mosquito Control State 1	Capitol Outlay Mobile Equipment	\$50,000.00	00112	175104	564010				

Moyer, Angela

From: Stork, Kevin
Sent: Monday, April 06, 2020 5:05 PM
To: Moyer, Angela
Cc: Provenza, Joel; Nelsen Marks, Terri; Desuyo, Jim; Coleman, Patricia; Avery, Andrew; Mosier, Bryan; Nasr, Daniel; Russell, Marlene; Greive, Patrick
Subject: RE: Mosquito Control BT (BT20-063)
Importance: High

Angela,

They have \$212,012 in available fund balance so they have enough to cover the \$153,900 BT.

Thanks,

Kevin

Kevin G. Stork
Comptroller; Chief, Accounting Division
117 W. Duval Street, Suite 375
Jacksonville, FL 32202

(904) 255-5261

From: Provenza, Joel
Sent: Monday, April 6, 2020 3:10 PM
To: Stork, Kevin; Nelsen Marks, Terri; Desuyo, Jim; Coleman, Patricia
Subject: RE: Mosquito Control BT (BT20-063)

Patti – I noticed Angela did not copy you after she realized she intended to copy you?...

From: Moyer, Angela <Amoyer@coj.net>
Sent: Monday, April 6, 2020 2:54 PM
To: Coleman Mason, Dinah <DinahM@coj.net>; Stork, Kevin <KGStork@coj.net>; Nelsen Marks, Terri <TNMarks@coj.net>; Provenza, Joel <JoelP@coj.net>; Desuyo, Jim <JDESUYO@coj.net>; Riddle, Dina <DRIDDLE@coj.net>
Cc: Mosier, Bryan <BMosier@coj.net>; Nasr, Daniel <DNasr@coj.net>; Russell, Marlene <MarleneR@coj.net>; Greive, Patrick <PGreive@coj.net>
Subject: RE: Mosquito Control BT (BT20-063)

Nope I meant to send to Patti Coleman in Accounting. My apologies.

From: Coleman Mason, Dinah
Sent: Monday, April 06, 2020 2:53 PM
To: Moyer, Angela; Stork, Kevin; Nelsen Marks, Terri; Provenza, Joel; Desuyo, Jim; Riddle, Dina

LEGISLATIVE FACT SHEET

DATE: _____

BT or RC No: BT20-063
(Administration & City Council Bills)

SPONSOR: Neighborhoods Department/ Mosquito Control Division
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentation: _____

Provide Name: Bryan Mosier, Director, Neighborhoods Department

Contact Number: 904-255-7005

Email Address: Bmosier@coj.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation. (Minimum of 350 words - Maximum of 1 page.)

The City of Jacksonville, Mosquito Control Division is governed by the Florida Department of Agriculture and Consumer Services (FDACS) under auspices of Chapter 388, Florida Statutes (FS) and Rule 5E-13, Florida Administrative Code (FAC). As an approved program, MCD receives, and separately accounts for, state matching funds (grant funds) in Subfund 00112. Additional funds accrue from the sale of surplus MCD property, interest earnings and other government revenue or reimbursements, such as FEMA reimbursements.

Annual matching funds plus the state fund balance and accruals must be budgeted annually, per state budget rule. The FY2020 matching funds grant is already budgeted. With exception of 10% holdback, this BT appropriates the available state fund balance of \$153,900 to expenditure lines in support of current operations, specifically for equipment, supplies and perimeter chain link fence at the 12-acre facility on Eastport Rd.

MCD developed the allocation schedule presented in the Budget Transfer Line item Detail. The allocation of funds as proposed herein will be certified by the FDACS as a budget amendment to Subfund 00112 for the current Fiscal Year 2020.

A Budget Ordinance (BT) such as this is an annually recurring exercise to fulfill the requirement of FS Section 388.311, to re-budget prior year unexpended state funds.

APPROPRIATION: Total Amount Appropriated \$153,900.00 as follows:
List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s)	From: _____	Amount: _____
	To: _____	Amount: _____

Name of State Funding Source(s):	From: Mosquito Control Fund Balance - SF 012	Amount: \$153,900.00
	To: Mosquito Control State I Funds	Amount: \$153,900.00

Name of City of Jacksonville Fundir	From: _____	Amount: _____
	To: _____	Amount: _____
Name of In-Kind Contribution(s):	From: _____	Amount: _____
	To: _____	Amount: _____
Name & Number of Bond Account(s):	From: _____	Amount: _____
	To: _____	Amount: _____

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

These funds are coming from 00112 fund balance, the MCD state subfund, and will supplement operational line items in the FY20 General Funds budget. Funds will be used to purchase spray equipment, safety protective equipment, mobile digital devices, replacement of hangar door at heliport, purchase control products, replacement of 1998 state funded vehicle and replacement of a 5' high security fence to states recommended 6' height at the 12-acre compound at 1321 Eastport Rd. In addition, these funds will leverage a current, time-limited state health department reimbursement grant available to assist county programs with upgrading local capability to counteract tropical storm-induced mosquito infestations and mosquito-borne virus outbreaks. No match is required.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

Emergency? Yes No

Justification of Emergency: If yes, explanation must include detailed nature of emergency.

Federal or State Mandate? Yes No

Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.

Fiscal Year Carryover? Yes No

Note: If yes, note must include explanation of all-year subfund carryover language.

CIP Amendment? Yes No

Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.

Contract / Agreement Approval? Yes No

Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted?

Related RC/BT?

Attachment: If yes, attach appropriate RC/BT form(s).

Waiver of Code?

Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.

Code Exception?

Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.

Related Enacted Ordinances?

Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.

2019-326, 2016-320

ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No
Continuation of Grant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?

Surplus Property Certification?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reporting Requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Attachment: If yes, attach appropriate form(s).

Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating

Division Chief: Randy Wishard, Chief, Mosquito Control Division
(signature)

Date: 4/3/2020

Prepared By: Daniel Nasr, Finance Manager
(signature)

Date: 4/3/2020

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

Thru: Bryan Mosier, Director, Neighborhoods Department

(Name, Job Title, Department)

Phone: 255-7005

E-mail: Bmosier@coj.net

From: Randy Wishard, Chief, Mosquito Control Division

Initiating Department Representative (Name, Job Title, Department)

Phone: 696-4374 ext. 223

E-mail: rwishard@coj.net

Primary Contact: Randy Wishard, Chief, Mosquito Control Division

(Name, Job Title, Department)

Phone: 696-4374 ext.223

E-mail: Rwishard@coj.net

CC: Jordan Elsbury, Intergovernmental Affairs Liaison, Office of the Mayor

Phone: 255-5013

E-mail: jelsbury@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, St. James Suite 480
Phone: 904-630-4647 E-mail: psidman@coj.net

From: Council Member Ron Salem
Initiating Council Member / Independent Agency / Constitutional Officer
Phone: _____ E-mail: _____

Primary Contact: _____
(Name, Job Title, Department)
Phone: _____ E-mail: _____

CC: Jordan Elsbury, Intergovernmental Affairs Liaison, Office of the Mayor
Phone: 904-630-1825 E-mail: jelsbury@coj.net

Legislation from Independent Agencies requires a resolution from the Independent Agency Board approving the legislation.

Independent Agency Action Item: **Yes** **No**
Boards Action / Resolution?

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Item 10

**City of Jacksonville, Florida
Request for Budget Transfer Form**

Neighborhoods Department/ Animal Care and Protective Services
Department or Area Responsible for Contract / Compliance / Oversight

All
Council District(s)

Reversion of Funds: N/A
(if applicable) Fund / Center / Account / Project * / Activity / Interfund / Future

Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): N/A

CIP (yes or no): No

Justification for Waiver

N/A

Justification for / Description of Transfer:

This Transfer Directive is needed to cover the costs associated with the implementation of The ACPS System Enhancement and Replacements Project approved by the Administration on 2/10/2020. This project will provide the public with the ability to pay for their animal licenses online with a credit card, and provide communication to the shelters current Chameleon Database, as well as accept donations and create reports.

Net Amount Appropriated and/or Transferred: \$28,810.00

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: TD 20-207

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head	3/16/20	3/16/20		
Mayor's Office				
Accounting Division	4/7/20	4/7/20		
Budget Division	4-2-20			

Date of Action By Mayor: _____

Approved: _____

Division Chief: Bryan Mosier, Director, Neighborhoods Department

Date Initiated: 3/11/20

Prepared By: Daniel Nasr, Finance Manager

Phone Number: 255-8831

Initiated / Requested By (if other than Department): _____

Nasr, Daniel

From: Geake, Tracy
Sent: Tuesday, March 10, 2020 3:52 PM
To: Nasr, Daniel
Cc: Lathrop, Kenneth; Freeman, Paul; Reilly, Richard; Ossi, Thomas
Subject: Chameleon Software Enhancement Purchase (Project ACPS System Enhancements & Replacement)
Attachments: CHAMELEON Licensing Services JCKV WL WD4 02-24-2020.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon Daniel –

In reference to the ACPS System Enhancements & Replacements Project approved by the Administration on 2/10/2020, attached please find the Chameleon Licensing Software Enhancement quote for your records. In order to provide ITD with the necessary funding, please prepare and submit a TD with the below listed information and copy me.

Transfer FROM:

- Neighborhoods Department Oracle Funding Source _____ Amount: \$28,810
- ITD's Oracle Funding Source 53101.113001.341200.000000.00000000.000000 Amount: \$28,810 (a revenue account that offsets the cost on ITD's books and essentially places the cost on Neighborhoods Department books once it is billed back via internal services)

Transfer TO:

- Neighborhoods Department Oracle Funding Source _____ Amount: \$28,810 (this establishes the budget capacity to Neighborhoods Department to support the bill-back)
- ITD's Oracle Funding Source 53101.113001.546620.000000.00000000.000000 Amount: \$28,810 (this provides ITD with the funding to pay the vendor)

This is expected to be a one-time TD as we plan to incorporate the new maintenance agreement in with ITD's FY2021 Budget Request.

Once this transfer is approved and posted to 1Cloud, ITD will purchase the software enhancement and then bill back the cost to Neighborhoods.

If you have any questions or concerns, please do not hesitate to give me a call.

Thanks!

Tracy Geake

IT Finance Manager
City of Jacksonville | Finance & Administration | Information Technologies Division
214 N. Hogan St. 9th Floor
Jacksonville, Florida 32202



HLP, INC
Chameleon Software Products
9888 West Belleview Ave #110
Littleton, CO 80123

Chameleon Licensing Services

Proposal No: JCKV20200224-1
February 24th, 2020

Proposal for City of Jacksonville Animal Care

Thank you for considering us for your licensing automation project. This proposal was prepared at the request of Richard Reilly. The details of your custom tailored Chameleon License Processing solution proposal will follow this brief introduction.

HLP, Inc., makers of Chameleon Software Products, uses state-of-the-art tools and techniques that have made us the unrivaled industry leader in animal licensing technology. Let us shoulder the burden of your high-volume payment processing and repetitive data entry tasks. We'll give you what the other guys can't offer: the data is then re-integrated seamlessly and effortlessly back into your Chameleon shelter management software. What we do saves you time and money, and our time-tested procedures can actually generate more revenue for the shelter while making the licensing process more convenient than ever for your customers.

WEB LICENSING PROCESSING SERVICES

HLP will accommodate online license purchases and renewals through HLP's LicensePet.com, offering increased convenience to the public by allowing them to pay for their animal licenses online with a credit card. Custom setup services to analyze/code rules for a variety of criteria are included at no additional cost.

- Animal license renewal information is transmitted (encrypted) via HLP's KnowledgeRocket application from the Client's Chameleon server.
- HLP will transmit (encrypted) licensing data back to the Client's Chameleon database on a daily basis, ensuring staff always has access to current licensing information. Licensing data will be updated via HLP's LockBox Plus program. Old licenses will be renewed; new licenses and receipts will be created. New licenses will be processed via HLP's LockBox Plus program using Scrubber Technology.
- HLP will provide daily transaction summaries to the Client detailing the work completed.
- HLP will provide a report listing all transactions that require a new license tag for the use of the Client to send the license tags to their customers.

WEB DONATION SERVICES (Included with WebLicensing upon client request)

HLP will accommodate online donations allowing the public to include a donation with the WebLicensing transaction or submit a new or additional donation at any time.

- Person records will be processed via HLP's LockBox Plus program using Scrubber Technology, which matches the Donation records with existing person records in the database.
- Receipt (if requested), Donation, and Donor Profile records will be created.

INITIAL CUSTOM SET UP SERVICES

- Determine descriptive information to be displayed for person, animal identification.
- Determine rules if new licenses are to be sold (or just renewals).
- Analyze/code license types by jurisdiction (altered, unaltered, dogs/cats, seniors, etc).
- Analyze/code rules for late fees.

- Analyze/code rules for documentation, exception handling (vaccination certificates, sterilization certificates, etc).
- Modifications of HLP's LockBox Plus program to incorporate above rules.
- NOTE: the customized LockBox Plus program will be delivered approximately one week after the "go live" date.

FEES & ASSOCIATED COSTS

Setup Fees

Description	Qty	Unit	Total
Initial set-up fee	1	\$10,000.00	\$10,000.00
Annual Service fee	1	\$3,840.00	\$3,840.00

Transaction Fees (Applied per Unit)

Description	Qty (Est.)	Unit	Total
Processing Fees (estimated annual volume, actual volume will be billed monthly)	11,000	\$0.35	\$3,850.00

PAYMENT TERMS

- 50% of Initial Setup Fees are billed and payable (net 30) upon receipt of purchase order. Work will begin after payment has been received and is non refundable after work has been started. Remaining 50% of Initial Setup Fees are billed and payable upon delivery.
- Annual Service Fees are billed and payable (net 30) upon receipt of invoice.
- Transaction Fees are billed and payable (net 30) upon receipt of invoice.
- Late fees (2%) on invoices are applied sixty (60) days after invoice date.
- Proposal, Fees & Costs are set for sixty (60) days from proposal date.

NOTES & EXCLUSIONS

- Set-up/customization is limited to the items specified above. Any other customization will be bid separately.
- Client will ensure that the LicenseNo, PersonId, and AnimalId are on the license renewal notice.
- Client is responsible for handling inquiries from the public.
- Client agrees to provide a link on their website to the WebLicensing service.
- For the purposes of licensing online, Client will provide a bank account that uses the Authorize.net, CyberSource Secure Acceptance, Elavon Converge, Point & Pay Hosted Order Page, FIS PayDirect, or Official Payments Co-Brand payment processor. Other payment processors may be acceptable, but will be evaluated on a case by case basis and subject to additional charges. Client remains responsible for any transaction fees that may be assessed by bank account provided.
- Monies obtained online will be directly deposited into the Client designated bank account by the owner's bank at settlement from the payment processor. Once HLP has obtained an authorization code from the payment processor, the transaction will be assumed to be complete.
- Client will be responsible for reconciling their bank statement with WebLicensing transactions. HLP will not keep credit card information. HLP will update Chameleon with the transaction_id and authorization code from the payment processor. The Crystal Close of Business report and other provided Crystal reports can be used to facilitate this task.
- Services will terminate if annual fee or transaction fees are not paid and client will be required to cease use of all HLP products associated with WebLicensing services.

- All HLP products listed are copyrighted under the Chameleon Public Access Software License and/or the Chameleon/CMS Software License and the Client use of all HLP products is subject to all terms and conditions of those licenses.
- All purchase orders or contracts must reference this quote or the above description must be included.

CONTACT INFORMATION

- Telephone Number: 800-459-8376
- Facsimile Number: 866-844-3924
- E-Mail Address: sales@chameleonbeach.com
- Website URL: www.chameleonbeach.com

Item 11



ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St.
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

MEMORANDUM

TO: Brian Hughes, Mayor's Budget Review Committee Chairman

FROM: Kirk Wendland, Executive Director
Office of Economic Development 

SUBJECT: MBRC Approval for legislation for an Economic Development Agreement with Project Kodiak

DATE: April 3, 2020

Attached please find a Project Summary and Legislative Fact Sheet requesting the introduction of a Resolution to the City Council at their next meeting, to authorize the Mayor and Corporate Secretary to execute an Economic Development Agreement (EDA) by and between the City and Project Kodiak. The legislation will include the EDA.

MBRC's consideration of this request at their next meeting is respectfully requested.

Should you have any questions, please feel free to contact me at your convenience.



ONE CITY. ONE JACKSONVILLE

City of Jacksonville, Florida

Lenny Curry, Mayor

City Hall at St. James
117 W. Duval St.
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

PROJECT KODIAK SUMMARY April 2, 2020

Company:
Project Kodiak

Background:

Project Kodiak is an international financial services company, headquartered in NY, NY. Kodiak, which currently doesn't have a presence in Jacksonville, is considering opening a Jacksonville operation, and creating 80 new jobs, at an average wage of \$74,209. The new Jacksonville office will be utilized to handle some of the company's international securities processing activities. The company is also considering other options in the southern U.S. for the proposed operation.

Project Kodiak has stated that the City of Jacksonville and State of Florida financial incentives are a material factor in their decision to expand their existing operation in Jacksonville, Florida.

# of Jobs To Be Created	Capital Investment	Intangibles
80 new jobs @ an average wage of \$74,209, no later than Dec. 31, 2021.	Estimated to be \$1.2 million net comprised of real estate improvements, IT equipment, furniture and fixtures, etc.	Supports the establishment of a global financial services company, resulting in the creation of no less than 80 new, high-wage, full-time jobs.

Project Rationale & Benefits:

1. Supporting Project Kodiak will expand Jacksonville's financial services workforce network and expand the commercial tax base.
2. The annual payroll resulting from the 80 new full-time jobs is \$5.9million (excluding benefits).

Project Incentives:

The City of Jacksonville proposes to provide:

- Participate in the State of Florida Qualified Targeted Industry (QTI) Tax Refund Program. The QTI proposed is \$6,000 per job. The City portion of the QTI is 20 percent of the award, or \$1,200 per new qualified job created, up to a maximum of \$96,000. The QTI award will be payable after the average wage and job created is verified by the Florida Department of Economic Opportunity over the proposed four year payout, beginning in 2022.
- The project has an ROI of 2.30, for the City of Jacksonville.

The total amount of City incentives would be up to: \$96,000.

The State of Florida proposes to provide:

- The State's portion of the QTI is 80 percent of the award, or \$4,800 per job created up to \$384,000, in total. The QTI award will be payable after the average wage and job created is verified by the Florida Department of Economic Opportunity over the proposed four year payout, beginning in 2022.

LEGISLATIVE FACT SHEET

DATE: **02/04/2020**

BT or RC No: **N/A**

(Administration & City Council Bills)

SPONSOR: **Office of Economic Development**

(Department/Division/Agency/Council Member)

Contact for all inquiries and presentations: **Office of Economic Development**

Provide Name: **Ed Randolph, Director of Business Development** Contact No: **255-5450**

Email **edr@coj.net**

PURPOSE: White Paper (Explain why this legislation is necessary. Provide, who, what, when where, how and the impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation. (Minimum of 350 words – Maximum of 1 page)

Project Kodiak is an international financial services company, headquartered in NY, NY. Kodiak, which currently doesn't have a presence in Jacksonville, is considering opening a Jacksonville operation, and creating 80 new jobs, at an average wage of \$74,209. The new Jacksonville office will be utilized to handle some of the company's international securities processing activities. The company is also considering other options in the southern U.S. for the proposed operation.

Project Kodiak has stated that the City of Jacksonville and State of Florida financial incentives are a material factor in their decision to expand their existing operation in Jacksonville, Florida.

APPROPRIATION: Total Amount Appropriated \$0 as follows: List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in the title of the legislation)

Name of Federal Funding Source(s)

From: _____ Amount: _____

To: _____ Amount: _____

Name of State Funding Source(s)

From: _____ Amount: _____

To: _____ Amount: _____

Name of COJ Funding Source(s)

From: Amount:

To: Amount:

Name of In-Kind Contributions:

From: _____ Amount: _____

To: _____ Amount: _____

Name & No. of Bond Account(s):

From: _____ Amount: _____

To: _____ Amount: _____

PLAIN LANGUAGE OF APPROPRIATION/FINANCIAL IMPACT/OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be ongoing maintenance and staffing obligation? Per Chapter 122 & 106 regarding funding of anticipated post-construction operation costs. (Minimum of 350 words – maximum of 1 page.

The City of Jacksonville proposes to provide:

Participate in the State of Florida Qualified Targeted Industry (QTI) Tax Refund Program. The QTI proposed is \$6,000 per job. The City portion of the QTI is 20 percent of the award, or \$1,200 per new qualified job created, up to a maximum of \$96,000. The QTI award will be payable after the average wage and job created is verified by the Florida Department of Economic Opportunity over the proposed four year payout, beginning in 2021.

The project has an ROI of 2.30, for the City of Jacksonville.

ACTION ITEMS: Purpose/Check List. If "Yes" please provide detail by attaching justification and code provisions for each.

ACTION ITEMS:

Emergency? Yes _____ No **X** _____

Justification of Emergency: If yes, explanation must include detailed nature of emergency.

Federal or State Mandate? Yes _____ No **X** _____

Explanation: If yes, explanation must include detailed nature of mandate include Statute or Provision.

Fiscal Year Carryover? Yes _____ No **X** _____

Note: If yes, note must include explanation of all-year subfund carryover language.

CIP Amendment? Yes _____ No **X** _____

Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.

Contract/Agreement Approval? Yes **X** _____ No _____

Attachment & Explanation: If yes, attach the Contract/Agreement & provide name of the Department and include contact name and telephone number of the person r that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed/drafted? OED will provide oversight and administration.

Related RC/BT? Yes _____ No X _____ If yes, attach appropriate RC/BT form(s)

Waiver of Code? Yes _____ No X _____

Code Reference: If yes, identify code section(s) in space below & provide detailed explanation (including impacts) within white paper.

Code Exception: Yes _____ No X _____

Code Reference: If yes, identify code section(s) in space below & provide detailed explanation (including impacts) within white paper.

Related Enacted Ordinances? Yes _____ No X _____

Code Reference: If yes, identify related code section(s) and ORD reference number in the space below & provide detailed explanation and any changes necessary within whitepaper.

ACTION ITEMS CONTINUED: Purpose/Check List. If "Yes" please provide detail by attaching justification and code provisions for each.

ACTION ITEMS:

Continuation of Grant? Yes _____ No X _____

Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant. Are there long-term implications for the General Fund?

Surplus Property Certification? Yes _____ No X _____ Attachment: If yes, attach appropriate form(s)

Reporting Requirements? Yes _____ No X _____

Explanation: List agencies (including City Council/Auditor) to receive reports and frequency of reports, including when reports are due. Provide name of the Department and include contact name and telephone number of the person responsible for generating.

Director BD:



(Signature)

Date: 4/3/2020

Prepared By:



(Signature)

Date: 4/3/2020

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Bldg., Suite 325

Thru: N/A
(Name, Job Title, Department)

From: Kirk Wendland, Executive Director, Office of Economic Development (OED)
Initiating Department Representative (Name, Job Title, Department)

Phone: 255-5455 E-Mail: kwendland@coj.net

Primary Contact: Ed Randolph, Director Business Development
(Name, Job Title, Department)

Phone: 255-5454 E-Mail: edr@coj.net

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor

Phone: 255-5013 E-Mail: jelsbury@coj.net

COUNCIL MEMBER/INDEPENDENT AGENCY/CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, St. James Bldg., Suite 480

Phone: 255-5055 E-Mail: psidman@coj.net

From: N/A
Initiating Council Member/Independent Agency/Constitutional Officer

Phone: _____ E-Mail: _____

Primary Contact: N/A
(Name, Job Title, Department)

Phone: _____ E-Mail: _____

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor
Phone: _____ E-Mail: _____

Legislation from Independent Agencies requires a resolution from the Independent Agency Board approving the legislation

Independent Agency Action Item:

Board(s) Action/Resolution? Yes _____ No X

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Item 12

**City of Jacksonville, Florida
Request for Budget Transfer Form**

Parks, Recreation and Community Services/ Senior Services
Department or Area Responsible for Contract / Compliance / Oversight

Countywide
Council District(s)

Reversion of Funds: N/A
(if applicable) Fund / Center / Account / Project * / Activity / Interfund / Future

This is an all-years subfund
Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): N/A

CIP (yes or no): No

Justification for Waiver

NA

Justification for / Description of Transfer:

To appropriate Retired Senior Volunteer Program (RSVP) grant for FY20-21; appropriation amount \$76,549 from the Corporation for National and Community Services, plus local match from the City of Jacksonville for \$195,000. Effective grant fiscal year 4/1/2020 - 3/31/2021. RSVP program encourages and provides opportunities for approximately 600 low to moderate income seniors (ages 55 and over) to volunteer within local nonprofit agencies and public organizations. Volunteers are trained to read weekly to Duval County Public School Pre-K and kindergarten students, whose families are economically disadvantaged. Budger Ordinance 2019-504 B1b Schedule (Attached). RC20-107

Net Amount Appropriated and/or Transferred: \$271,549.00

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

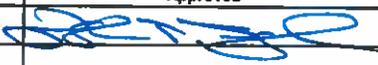
Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: TD20-208

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head				
Mayor's Office				
Accounting Division				
Budget Division				

Date of Action By Mayor: _____

Approved: _____

Division Chief: Gloria Crawford

Date Initiated: 4/2/20

Prepared By: Adebisi Okewusi

Phone Number: 255-5402

Initiated / Requested By (if other than Department): _____

Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants.

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Accounting Codes							
					Fund	Center	Account	Project *	Activity	Interfund	Future	
				Total:	\$466,549.00							
Rev	COMMUNITY SERVICES GRANT	PRSE Retired Senior Volunteer Program - Other Human Services	Corporation for National & Community Service	\$76,549.00	11406	16211	331693	008888	00000000	00000	0000000	
Rev	COMMUNITY SERVICES GRANT	Transfer Into Community Services Gants from General Fund	Interfund Transfer In	\$195,000.00	11406	16211	381910	008888	00000000	00000	0000000	
Exp	COMMUNITY SERVICES GRANT	Federal Matching Grants	Reserves	\$195,000.00	11406	16211	381800	008888	00000000	00000	0000000	

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Accounting Codes							
					Fund	Center	Account	Project *	Activity	Interfund	Future	
				Total:	\$466,549.00							
Exp	COMMUNITY SERVICES GRANT	Transfer from General Fund to Community Services Grants	Interfund Transfer Out	\$195,000.00	11406	191040	591910	008888	00000000	00111	0000000	
Exp	COMMUNITY SERVICES GRANT	PRSE Retired Senior Volunteer Program - Other Human Services	Permanent and Probationary Salaries	\$127,295.80	11406	16211	512010	008888	00000000	00000	0000000	
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Salaries - Part-time	\$20,900.00	11406	16211	513060	008888	00000000	00000	0000000	
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Medicare Tax	\$1,848.10	11406	16211	521020	008888	00000000	00000	0000000	
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Pension Contribution	\$3,522.00	11406	16211	522101	008888	00000000	00000	0000000	
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Gepp DB Unfunded Liability	\$10,030.00	11406	16211	522011	008888	00000000	00000	0000000	
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Disability Trust	\$381.86	11406	16211	522070	008888	00000000	00000	0000000	
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Group Dental Insurance	\$350.00	11406	16211	523010	008888	00000000	00000	0000000	
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Group Life Insurance	\$189.22	11406	16211	523030	008888	00000000	00000	0000000	
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Group Hospitalization Insurance	\$20,221.77	11406	16211	523040	008888	00000000	00000	0000000	
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Workers' Compensation Insurance	\$1,086.00	11406	16211	524001	008888	00000000	00000	0000000	
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Travel Expenses	\$2,950.00	11406	16211	540020	008888	00000000	00000	0000000	
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Local Mileage	\$850.00	11406	16211	540210	008888	00000000	00000	0000000	
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Postage	\$1,000.00	11406	16211	542001	008888	00000000	00000	0000000	

Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	ISA-Copy Center	\$1,300.00	11406	16211	549512	008888	00000000	00000	0000000
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Mailroom Charge	\$1,250.00	11406	16211	549529	008888	00000000	00000	0000000
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	General Liability Insurance	\$1,900.00	11406	16211	545020	008888	00000000	00000	0000000
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Printing and Binding Commercial	\$3,000.00	11406	16211	547210	008888	00000000	00000	0000000
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Volunteer Expenses - Other	\$30,205.25	11406	16211	549036	008888	00000000	00000	0000000
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Miscellaneous Services & Charges (Volunteer Recognition)	\$19,850.00	11406	16211	549040	008888	00000000	00000	0000000
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Office Supplies - Other	\$3,500.00	11406	16211	551010	008888	00000000	00000	0000000
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Food & Beverage Expenditures	\$4,500.00	11406	16211	552060	008888	00000000	00000	0000000
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Employee Training	\$1,000.00	11406	16211	555001	008888	00000000	00000	0000000
Exp	COMMUNITY SERVICES GRANT	Retired Senior Volunteer Program	Indirect Cost (14%)	\$14,419.00	11406	16211	599030	008888	00000000	00000	0000000

City Department/ Division	Grantor	Grant / Program Name	Grant / Program Description	2019-504-E Schedule of Continuation Grants						
				Estimated Grant Award	Match Requested	Overmatch Requested	Total Match Requested	In Kind Contribution	FTE Positions	Part Time Hours
Neighborhoods - Environmental Quality	Environmental Protection Agency	Air Pollution Control EPA 105	Air Pollution Control EPA 105 program	\$500,000	\$424,275	\$0	\$424,275	\$0	10	4,160
Parks, Rec and Community Services	Corporation for National and Community Services	Retired and Senior Volunteer Program	Funding to encourage and provide opportunities for seniors (age 55+) to be volunteers within the program are trained to read weekly to Duval County Public School pre-k and kindergarten whose families are economically disadvantaged.	\$69,049	\$20,715	\$174,285	\$195,000	\$0	3	1,300
Parks, Rec and Community Svcs: Senior Services	State Department of Elder Affairs /Elder Source	Jacksonville Senior Service Program (JSSP)	Funding to provide activities and programs that promote healthy living for citizens of Duval County 60 years of age and over. Grantor requires match funds. Additional funds needed as local match to support the 56 program staff for 19 Centers; 26 transportation buses for services, and other operating cost within the program.	\$1,291,923	\$108,852	\$2,949,280	\$3,058,132	\$0	56	5,200
Parks, Rec and Community Svcs: Senior Services	State Department of Elder Affairs/Elder Source	RELIEF Project (Respite for Elders Living Everyday Families)	Funding for continued services and expand in-home and group respite services and educational/services seniors, stipends to senior / low-income volunteers, services through faith-based organizations, evening in-home respite services for caregiver/families.	\$108,553	\$10,500	\$7,000	\$17,500	\$0	1	0
Parks, Rec and Community Svcs: Social Services	DOJ / Office of the Florida Attorney General	Victims of Crime Act (VOCA)	Information and Referrals for Crime Victims.	\$301,852	\$75,463	\$0	\$75,463	\$0	7	0
Parks, Rec and Community Svcs: Senior Services	Corporation of National Community Services	Foster Grandparent Program of Duval County	Volunteer program for seniors 55 and older to tutor and mentor at risk and special needs children.	\$356,695	\$91,350	\$40,000	\$131,350	\$22,884	3	1,300

Notice of Grant Award**Corporation for National and Community Service**601 Walnut Street, Suite 876 E
Philadelphia, PA 19106-3323**Retired and Senior Volunteer Program****Grantee**City of Jacksonville
117 W Duval St Jacksonville FL 32202-3700EIN: 596000344
DUNS: 004076998**Award Information**

Agreement No.:	19SRSFL006	Performance Period:	04/01/2019 - 03/31/2022
Amendment No.:	3	Budget Period:	04/01/2020 - 03/31/2021
CFDA No.:	94.002	Grant Year:	2

Award Description

THE GRANT AWARD BEGINS THE FIRST YEAR OF YOUR PROPOSED PROJECT PERIOD OF PERFORMANCE. THE FY 2020 GRANT AWARD 12 MONTHS OF FUNDS AT THE APPROVED FY16 FUNDING LEVEL, BEGINING 04/01/2020 THROUGH 03/31/2021.

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

Year 2	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$76,549	\$76,549
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$76,549	\$76,549
Cumulative Funding for Project Period			
Total Awarded in Previous Amendments			\$76,549
Total CNCS Funds Awarded to Date			\$153,098

Funding Source and Amount

2020-OPE1-P74-OPO-26000-4116	\$76,549.00
------------------------------	-------------

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at https://egrants.cns.gov/termsandconditions/2020GeneralTC_508_20191122.pdf and the Program Terms and Conditions found at <https://egrants.cns.gov/termsandconditions/2020RSVPPProgramSpecific50820200218.pdf> Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:

Item 13

DATE: _____ RECOMMENDED: _____ NOT RECOMMENDED: _____
 DIVISION CHIEF: March 17, 2020 Glenn Crawford
 DEPARTMENT HEAD: _____
 HR CHIEF: _____
 BUDGET OFFICE: _____

DEPARTMENT: Parks Recreation & Community Services TO BE EFFECTIVE: April 1, 2020

ACTION	No.	ACTIVITY NO/ DESCRIPTION	TITLE	OCC CODE	PAY GRADE	PAY RANGE
Delete	1	RPAH1F6RS/RCA006-19	Program Manager	W0129	16.16	40,960.30 - 82,250.69
Delete	1	RPAH1F6RS/RCA006-19	Account Clerk	A0006	15.09	24,088.76 - 46,363.38
Delete	1	RPAH1F6RS/RCA006-19	Community Activities Coordinator	W0043	15.12	29,559.78 - 56,892.37
Delete	1,300	RPAH1F6RS/RCA006-19	PT - Hours			
Authorize	1,300	RPAH1F6RS/RCA006-20	PT - Hours			
Authorize	1	RPAH1F6RS/RCA006-20	Program Manager	W0129	16.16	42,803.51 - 85,951.98
Authorize	1	RPAH1F6RS/RCA006-20	Account Clerk	A0006	15.09	25,172.76 - 48,449.73
Authorize	1	RPAH1F6RS/RCA006-20	Community Activities Coordinator	W0043	15.12	30,889.97 - 59,452.53

FUNDING: Indicate funding for this change:
 Funds are available within current appropriations for this change: Yes No (see description below)
 If NO, funds will be provided by: _____

JUSTIFICATION:
Renewal of 3 positions and part time hours for the FY20 for the RSVP grant.
 11406 162111 000000 000000 00000000 000000

Related TD20-208

Reference TD/BT: _____ Council approval required? Yes No Date action required: _____

ACTION TAKEN BY MBRC: _____ SIGNATURES:

 Chief Administrative Officer

MAYOR _____

AMENDMENTS: _____ Comments: _____

Item 14

**City of Jacksonville, Florida
Request for Budget Transfer Form**

Parks, Recreation & Community Services / Social Services
Department or Area Responsible for Contract / Compliance / Oversight

Countywide
Council District(s)

Reversion of Funds: _____
(if applicable) Subfund / Indexcode / Subobject / Project Prj-Dtl / Grant Grt-Dtl

2020-2021
Fiscal Yr(s) of carry over (all-years funds do not require a carryo

Section of Code Being Waived (if applicable): _____

CIP (yes or no): No

Justification for Waiver

Justification for / Description of Transfer:

Appropriate partial grant funds from the US Department of Health and Human Services for the Ryan White HIV/AIDS Program Part A, in the amount of \$1,228,260.00. This appropriation is a partial award received for Grant Year 2020/2021. The grant provides HIV-related health and support services to persons living with HIV/AIDS and residing in the Jacksonville Transitional Grant Area comprising Duval, Clay, Nassau, and St. Johns Counties. The service to be provided with these funds : Administrative Expense, Medical Case Management, Health Insurance, Pharmaceutical Assistance, Mental Health, Oral Health, Legal Services, Substance abuse residential . These funds will expire at the end of February 28, 2021. Grant is authorized in Ord 2019-0504-E, B1a Schedule RC20-094

Total Amount Appropriated: \$1,228,260.00

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: TD 20-192

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head				
Mayor's Office				
Accounting Division	<u>3/4/20</u>	<u>3/7/20</u>		
Budget Division	<u>2-20-2020</u>			

Date of Action By Mayor:

Approved: _____

Division Chief: Johnnetta Moore

Date Initiated: 2/10/20

Prepared By: Sandy Arts

Phone Number: 255-3342

Initiated / Requested By (if other than Department): _____

Budget Transfer Line Item Detail

* This element of the account string is titled project but it houses both projects and grants.

TRANSFER FROM: (Revenue line items in this area are being appropriated and expense line items are being de-appropriated.)

Total: \$1,228,260.00					Accounting Codes						
Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Account Title	Amount	Fund	Center	Account	Project *	Activity	Interfund	Future
Rev	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Department of Health and Human Services	\$1,228,260.00	11406	164011	331690	010003	00000000	00000	00000000

TRANSFER TO: (Revenue line items in this area are being de-appropriated and expense line items are being appropriated.)

but 3/6/20

Total: \$1,228,260.00					Accounting Codes						
Rev Exp	Fund Title	Activity / Grant / Project Title	Line Item / Subobject Title	Amount	Fund	Center	Account	Project *	Activity	Interfund	Future
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Permanent and Probationary Salaries	\$192,661.55	11406	164011	512010	010003	00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Salaries Part Time	\$27,500.00	11406	164011	513060		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Special Pay - Pensionable	\$3,100.00	11406	164011	515110		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Medicare Tax	\$2,785.46	11406	164011	521020		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Pension Contribution	\$7,811.14	11406	164011	522010		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	GEPP DB Unfunded Liability	\$34,192.84	11406	164011	522011		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Disability Trust Fund-ER	\$574.89	11406	164011	522070		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	GEPP Defined Contribution DC-ER	\$4,657.71	11406	164011	522130		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Group Dental Plan	\$540.00	11406	164011	523010		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Group Life Insurance	\$463.36	11406	164011	523030		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Group Hospitalization Insurance	\$22,291.05	11406	164011	523040		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	City Employees Worker's Compensation	\$1,215.00	11406	164011	524001		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Travel Expense	\$7,500.00	11406	164011	540020		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Local Mileage	\$400.00	11406	164011	540210		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	ISA-OGC Legal	\$1,500.00	11406	164011	549532		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	ISA-Copy Center	\$1,200.00	11406	164011	549512		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	ISA-Mailroom Charge	\$500.00	11406	164011	549529		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Rentals - Land & Buildings	\$55,633.00	11406	164011	544010		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	General Liability Insurance	\$902.00	11406	164011	545020		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Miscellaneous Services & Charges	\$5,120.00	11406	164011	549040		00000000	00000	00000000

Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Office Supplies - Other	\$3,000.00	11406	164011	551010	010003	00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Food	\$4,000.00	11406	164011	552060		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Employee Training Expenses	\$100.00	11406	164011	555001		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Subsidies & Contributions To Private Org	\$808,968.00	11406	164011	582001		00000000	00000	00000000
Exp	Community Services Grants	Ryan White Care Act of 1990 Title 1 Grant	Indirect Cost - Grants	\$41,644.00	11406	164011	599030	↓	00000000	00000	00000000

1. DATE ISSUED: 01/29/2020		2. PROGRAM CFDA: 93.914		 <p>U.S. Department of Health and Human Services HRSA Health Resources and Services Administration</p> <p>NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Title XXVI, Section 2603b Public Health Service Act Section 2603(b), 42 U.S.C. 300ff-13(b) FY 2007 Title XXVI of the PHS Act, 42 U.S.C. section 300-ff-11 et seq (as amended), Part A Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87) Public Health Service Act, Sections 2601-2610 Public Health Service Act, Sections 2601-2610 (42 USC 300ff-11 – 300ff-20), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87) Public Health Service Act, Sections 2601-2610, and 2693(b)(2)(A) (42 USC 300ff-11 – 300ff-20, and 300ff-121(b)(2)(A)), as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87)</p>																																																					
3. SUPERSEDES AWARD NOTICE dated: except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.																																																									
4a. AWARD NO.: 2 H89HA00039-26-00		4b. GRANT NO.: H89HA00039	6. FORMER GRANT NO.: BRH890039																																																						
6. PROJECT PERIOD: FROM: 02/27/1995 THROUGH: 02/28/2021																																																									
7. BUDGET PERIOD: FROM: 03/01/2020 THROUGH: 02/28/2021																																																									
8. TITLE OF PROJECT (OR PROGRAM): HIV EMERGENCY RELIEF PROJECT GRANTS																																																									
9. GRANTEE NAME AND ADDRESS: CITY OF JACKSONVILLE 1809 Art Museum Dr Jacksonville, FL 32207-2507 DUNS NUMBER: 004076998			10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Sandy Arts CITY OF JACKSONVILLE 1809 Art Museum Dr Jacksonville, FL 32207-2507																																																						
11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation			12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:																																																						
<table border="0"> <tr><td>a. Salaries and Wages :</td><td>\$0.00</td></tr> <tr><td>b. Fringe Benefits :</td><td>\$0.00</td></tr> <tr><td>c. Total Personnel Costs :</td><td>\$0.00</td></tr> <tr><td>d. Consultant Costs :</td><td>\$0.00</td></tr> <tr><td>e. Equipment :</td><td>\$0.00</td></tr> <tr><td>f. Supplies :</td><td>\$0.00</td></tr> <tr><td>g. Travel :</td><td>\$0.00</td></tr> <tr><td>h. Construction/Alteration and Renovation :</td><td>\$0.00</td></tr> <tr><td>i. Other :</td><td>\$0.00</td></tr> <tr><td>j. Consortium/Contractual Costs :</td><td>\$0.00</td></tr> <tr><td>k. Trainee Related Expenses :</td><td>\$0.00</td></tr> <tr><td>l. Trainee Stipends :</td><td>\$0.00</td></tr> <tr><td>m. Trainee Tuition and Fees :</td><td>\$0.00</td></tr> <tr><td>n. Trainee Travel :</td><td>\$0.00</td></tr> <tr><td>o. TOTAL DIRECT COSTS :</td><td>\$1,228,260.00</td></tr> <tr><td>p. INDIRECT COSTS (Rate: % of S&WTADC) :</td><td>\$0.00</td></tr> <tr><td>q. TOTAL APPROVED BUDGET :</td><td>\$1,228,260.00</td></tr> <tr><td> i. Less Non-Federal Share:</td><td>\$0.00</td></tr> <tr><td> ii. Federal Share:</td><td>\$1,228,260.00</td></tr> </table>			a. Salaries and Wages :	\$0.00	b. Fringe Benefits :	\$0.00	c. Total Personnel Costs :	\$0.00	d. Consultant Costs :	\$0.00	e. Equipment :	\$0.00	f. Supplies :	\$0.00	g. Travel :	\$0.00	h. Construction/Alteration and Renovation :	\$0.00	i. Other :	\$0.00	j. Consortium/Contractual Costs :	\$0.00	k. Trainee Related Expenses :	\$0.00	l. Trainee Stipends :	\$0.00	m. Trainee Tuition and Fees :	\$0.00	n. Trainee Travel :	\$0.00	o. TOTAL DIRECT COSTS :	\$1,228,260.00	p. INDIRECT COSTS (Rate: % of S&WTADC) :	\$0.00	q. TOTAL APPROVED BUDGET :	\$1,228,260.00	i. Less Non-Federal Share:	\$0.00	ii. Federal Share:	\$1,228,260.00	<table border="0"> <tr><td>a. Authorized Financial Assistance This Period</td><td>\$1,228,260.00</td></tr> <tr><td>b. Less Unobligated Balance from Prior Budget Periods</td><td></td></tr> <tr><td> i. Additional Authority</td><td>\$0.00</td></tr> <tr><td> ii. Offset</td><td>\$0.00</td></tr> <tr><td>c. Unawarded Balance of Current Year's Funds</td><td>\$0.00</td></tr> <tr><td>d. Less Cumulative Prior Awards(s) This Budget Period</td><td>\$0.00</td></tr> <tr><td>e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</td><td>\$1,228,260.00</td></tr> </table>			a. Authorized Financial Assistance This Period	\$1,228,260.00	b. Less Unobligated Balance from Prior Budget Periods		i. Additional Authority	\$0.00	ii. Offset	\$0.00	c. Unawarded Balance of Current Year's Funds	\$0.00	d. Less Cumulative Prior Awards(s) This Budget Period	\$0.00	e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$1,228,260.00
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13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)																																																									
<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center;">Not applicable</td> </tr> </tbody> </table>						YEAR	TOTAL COSTS	Not applicable																																																	
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15. PROGRAM INCOME SUBJECT TO 45 CFR 76.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [A] Estimated Program Income: \$0.00																																																									
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.																																																									
REMARKS: (Other Terms and Conditions Attached [X]Yes []No) This award includes the following sources of funding: FY20 Formula - \$1,128,410 FY20 MAI - \$99,850.00																																																									

Total Funding - \$1,228,280						
Electronically signed by Brad Barney , Grants Management Officer on : 01/29/2020						
17. OBJ. CLASS: 41.15		18. CRS-EIN: 1596000344B4		19. FUTURE RECOMMENDED FUNDING: \$0.00		
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
20 - 3779208	93.914	20H89HA00039	\$1,128,410.00	\$0.00	FRML	HIV1-20
20 - 3779207	93.914	20H89HA00039	\$99,850.00	\$0.00	MAI	HIV1-20

				2019-504-E Schedule of Continuation Grants				
City Department/ Division	Grantor	Grant Name	Grant Description	Estimated Grant Award	Total Match Requested	In Kind Contribution	FTE Positions	Part Time Hours
Parks, Rec and Community Services	State Department of Elder Affairs/Elder Source	EHEAP	Funding to provide crisis assistance to eligible low-income households with at least one individual aged 60 or older experiencing a heating or cooling emergency. The program allows for payments to utility companies, the purchase of blankets, portable heaters and fans, repairs of existing heating or cooling equipment, and the payment of reconnection fees.	\$195	\$0	\$0	1	0
Parks, Rec and Community Svcs - Senior Services	State Department of Elder Affairs	Senior Companion Program	Funding for center-based group respite, educational activities and events for elders with first-stage memory loss along with their caregivers as well as stipends to low-income volunteers. Stipends are paid by the State.	\$3,020	\$0	\$0	0	0
Parks, Rec and Community Svcs - Social Services	Department of HHS	Ryan White Part A	Health Resources and Services Administration - HIV/AIDS Programs	\$6,000,000	\$0	\$0	4	832
Parks, Rec and Community Svcs: Social Services	Department of Justice	Training and Services to end Violence Against women with Disabilities	Training and Services to End Violence Against Women with Disabilities	\$425,000	\$0	\$0	0	0
Public Works - Construction Mgmt AND Neighborhoods - Environmental Quality	Florida Department of Transportation	National Pollutant Discharge Elimination System / MS4 Permit Grant	Grant will provide for Phase 1 Permit Cycle 3 requirements, which includes a Monitoring Plan. The National Pollutant Discharge Elimination system permit requires that FDOT, through the City, to perform stormwater discharge compliance and water quality assessments, total maximum daily load monitoring for nutrient levels in the Lower St. Johns basin, illicit discharge and improper disposal proactive inspections, and other means of monitoring the impairment of waterways.	\$380,034	\$0	\$0	6	0

SF	Indexcode	FY20 Proposed	Description of each Service/Event that requires the purchase of food/beverage	Explanation that the Service/Event serves a public purpose
135	HNNS135CA	143	Technology & Social Media Training for Neighborhood Organizations	Workshop ranging 4 hours
135	HNNS135CA	143	Neighborhood Bus Tour featuring Community Projects	Bus Tour ranging 4-6 hours
135	HNNS135CA	143	Public Speaking for Community Groups	Workshop ranging 4 hours
135	HNNS135CA	143	Joint CPAC Workshop - Meet your CPAC Leaders (6) meetings - 1 per district	Workshop ranging 4-6 hours
135	HNNS135CA	143	Meeting with recent CommUniverCity Graduates - Update	Workshop ranging 4 hours
135	HNNS135CA	143	Community Clean-Up Training Session	Workshop ranging 4 hours
135	HNNS135CA	143	Hurricane Preparedness Workshop & other Neighborhood Services	Workshop ranging 4 hours
135	HNNS135CA	141	CommUniverCity - 8 classes plus Graduation - including a catered luncheon and cake	Time Schedule TBD
159	PDBZ159AD	300	Building Officials Association of FL (BOAF) training	Maintains job-related certifications for staff (Continued Education Credits or CEU'S are earned)
191	JCOD191	500	Water for Outdoor Events	Public events- to avoid liability from heat exhaustion
191	JCOD191CR	100	Water for events and meetings	Avoid liability from heat exhaustion
191	JCOD191ESPTP	4,575	Meals and snacks for participants in Mayor's Pathway Academy	Workshops and evening activities for youth in Pathways Academy.
191	JCOD191SJP	3,800	Lunches for Summer Jobs students	Orientation for Students in Summer Jobs Program.
192	JCOD192CCCLC	12,000	Snacks for children at 2 afterschool programs, San Jose and Hyde Park run by KHA.	DCPS informed the Team that they will no longer provide snacks in the afterschool program and during the summer months.
192	JCPS192WALL	3,000	Public Event on Quality Out of School Time	Communicate Strategic Goals to Stakeholders & Partners
551	GCGA551	3,000	Staff and visitor funding for Office of General Counsel mediations, settlement negotiations, and other meetings.	The OGC finds benefit to having settlement and arbitration meetings at City Hall, access to staff, documents and personnel. In order to facilitate these day long, week long meetings, it is customary to provide light refreshments in order to continue to work and maintain the pace needed to resolve these matters
01A	SPET01ASE	34,422	City events including: Florida-Georgia Game, Sea and Sky, World of Nations, Jazz Festival.	Signature city event - supports volunteers/hospitality
15A	EREQ15AEP TF	5,000	Clean Air Day, Aquafest water festival and others	EPB education and outreach activities / events
1DA	RPCM1DACF	125	Summer Enrichment Camp	End of the summer celebration/Joseph Lee Day
1DA	RPCM1DACF	50	Homeschool Sports and Fitness Program	End of the year celebration - Recognize Accomplishments
1DA	RPCM1DACF	100	Community Special Events	Quarterly family night out events in Aquatic Center / Community Center
1DA	RPCM1DACF	200	Mommy and Me Toddler Program	Weekly time for parents and toddlers to participate in a structured program (tumbling, art, etc...)
1DA	RPCM1DACF	125	Senior Time Out Program	Bi-weekly social time for neighborhood seniors
1F1	ERAC1F1G	3,500	PETCO GRANT	Provide food to the public for attending shelter events.
1F6	RPAH1F6AS	22,000	Senior Prom	Provides for socialization, physical activity and mental stimulation in addition to a nutritious meal.
1F6	RPAH1F6AS	31,000	Mayor's Holiday Festival for Seniors	Provides for socialization, physical activity and mental stimulation in addition to a nutritious meal.
1F6	RPAH1F6FG	3,000	Recognition/training for Foster Grandparent Program	The Corporation for National & Community Services, funder for the Adult Services Division's Foster Grandparent Program, require senior volunteers be recognized for their service to the program.
1F6	RPAH1F6RE	1,410	Recognition/Training for RELIEF Program	The funder requires that volunteers are recognized for their services to the program. Volunteers are recognized for their hours of service to the program.
1F6	RPAH1F6RS	1,000	RSVP Advisory Council Appreciation Luncheon for 25 Advisory council Volunteers	RSVP Advisory Council Volunteers represent and support the program in the community and are responsible for raising funds for the Annual RSVP Volunteer Recognition Event.
1F6	RPAH1F6RS	1,450	Lunch and drinks are provided for 40-50 RSVP Tale teller volunteers who attend 3 day-long in-service sessions.	RSVP Tale Tellers receive on-going training further increase their effectiveness at reading 134 classrooms to 2700 pre-k and kindergarten children from low income families.
1F6	RPAH1F6RS	2,050	Food and water are provided at the Annual RSVP volunteer recognition event for 650 volunteers and community representatives and 4 smaller events throughout the year to recognize the special efforts of approximately 100 RSVP volunteers.	342 RSVP volunteers were recognized at the 2018 Annual Recognition Event for their contribution of 48,542 hours of service to 56 stations.
1F6	RPAH1F6SC	900	Recognition/training for Senior Companion Program	DOEA/ElderSource requires that volunteers are recognized for their services to the program.
1F6	RPBH1F6GA	4,000	Ryan White Care Act grant.	Provide food for clients and contracted agencies that attend public meetings or events related to the grant program.
64G	JCOD64GJKBC	200	Ice Cream for children	National Summer Learning Day
64G	JCOD64GJKBC	100	Water for events and meetings	JaxKids Book Club Community Events
64G	JCOD64GJKBC	200	Snacks for events	JaxKids Book Club Community Events

Item 15

DATE: _____ RECOMMENDED: _____ NOT RECOMMENDED: _____
 DIVISION CHIEF: _____
 DEPARTMENT HEAD: _____
 HR CHIEF: 2/19/2020 _____
 BUDGET OFFICE: 3/10/20 _____

DEPARTMENT: Parks Recreation and Community Svcs. TO BE EFFECTIVE: March 1, 2020

ACTION	No.	ACTIVITY NO/ DESCRIPTION	TITLE	OCC CODE	PAY GRADE	PAY RANGE
Delete	1	RPBH1F6GA RCB009-19	Administrative Aide	B0005	15.12	29,559.78 - 56,892.37
Delete	1	RPBH1F6GA RCB009-19	Executive Secretary I	C0401	18.10	26,860.68 - 52,193.99
Delete	1	RPBH1F6GA RCB009-19	Human Services Planner II	P0142	26.15	38,340.12 - 72,196.77
Delete	1	RPBH1F6GA RCB009-19	Program Manager	W0129	16.16	40,960.30 - 82,250.69
Delete	832	RPBH1F6GA RCB009-19	Part-Time Hours			
Authorize	1	RPBH1F6GA RCB009-20	Administrative Aide	B0005	15.12	30,889.97 - 59,452.53
Authorize	1	RPBH1F6GA RCB009-20	Executive Secretary I	C0401	15.10	26,774.37 - 51,530.48
Authorize	1	RPBH1F6GA RCB009-20	Human Services Planner II	P0142	26.15	40,065.42 - 75,445.62
Authorize	1	RPBH1F6GA RCB009-20	Program Manager	W0129	16.16	42,803.51 - 85,951.98
Authorize	832	RPBH1F6GA RCB009-20	Part-Time Hours			

FUNDING: Indicate funding for this change:
 Funds are available within current appropriations for this change: Yes No (see description below)
 If NO, funds will be provided by:
 FY20 funds will be appropriated concurrently with this RC

JUSTIFICATION:
 Authorize four full time positions and 832 part time hours for the FY20 Ryan White HIV/AIDS Grant Program. Grant period is
 March 01, 2020 to February 28, 2021.
F - C - P
11406 - 164011 - 010003

Reference TD/BT T020-192 Council approval required? Yes No Date action required: 3/1/2020

ACTION TAKEN BY MBRC: _____ SIGNATURES: _____
 Chief Administrative Officer _____
 MAYOR _____
 AMENDMENTS: _____ Comments: _____

Item 16

**City of Jacksonville, Florida
Request for Budget Transfer Form**

Parks, Recreation & Community Services / Social Services
Department or Area Responsible for Contract / Compliance / Oversight

Countrywide
Council District(s)

Reversion of Funds: _____
(if applicable) Fund / Center / Account / Project * / Activity / Interfund / Future

2020-2021
Fiscal Yr(s) of carry over (all-years funds do not require a carryover)

Section of Code Being Waived (if applicable): _____

CIP (yes or no): _____

Justification for Waiver

Justification for / Description of Transfer:

Appropriate \$850,000 in new grant funds from the US Department of Health and Human Services for Ending the HIV Epidemic. This award received for Grant Year 2020/2021 provides HIV related health and support services to persons living with HIV/AIDS residing in the Jacksonville Transitional Grant Area composing Duval, Nassau, St. Johns and Baker Counties. The grant supports use of HIV Mobile Medical Units in targeted zip codes to increase testing to engage and retain the newly diagnosed and those aware -but not in care- to achieve viral load suppression through outpatient ambulatory medical care, pharmaceutical assistance, mental and oral health, etc. Grant funding is valid March 1, 2020 through February 28, 2021.
Related RC20-109

Net Amount Appropriated and/or Transferred: \$850,000.00

* This element of the account string is titled project but it houses both projects and grants.

CITY COUNCIL

Requesting Council Member: _____

CM's District: _____

Requesting Council Member: _____

CM's District: _____

Prepared By: _____

Ordinance: _____

OFFICE OF THE MAYOR

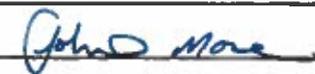
BUDGET ORDINANCE TRANSFER DIRECTIVE

TD / BT Number: BT20-066

	Date Rec'd.	Date Fwd.	Approved	Disapproved
Department Head		3/19/20		
Mayor's Office				
Accounting Division				
Budget Division				

Date of Action By Mayor: _____

Approved: _____

Division Chief: Johnnetta Moore 

Date Initiated: 3/4/20

Prepared By: Sandy Arts

Phone Number: 255-3342

Initiated / Requested By (if other than Department): _____

LEGISLATIVE FACT SHEET

DATE: 03/09/20

BT or RC No: BT20-066 RC20-109
 (Administration & City Council Bills)

SPONSOR: Parks, Recreation & Community Services / Social Services
 (Department/Division/Agency/Council Member)

Contact for all inquiries and presentation: Johnnetta Moore, Chief

Provide Name: Johnnetta Moore

Contact Number: 255-3322

Email Address: Jmoore@coj.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation.

(Minimum of 350 words - Maximum of 1 page.)

See Attached

APPROPRIATION: Total Amount Appropriated \$850,000.00 as follows:
 List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s)	From: <u>Department of Health and Human Services</u> Amount: <u>\$850,000.00</u>
	To: <u>City of Jacksonville</u> Amount: <u>\$850,000.00</u>

Name of State Funding Source(s):	From: _____ Amount: _____
	To: _____ Amount: _____

Name of City of Jacksonville Fundin	From: _____ Amount: _____
	To: _____ Amount: _____

Name of In-Kind Contribution(s):	From: _____ Amount: _____
	To: _____ Amount: _____

Name & Number of Bond Account(s):	From: _____ Amount: _____
	To: _____ Amount: _____

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

Grant funds are provided by the US Department of Health and Human Services for Ending the HIV Epidemic. This award supports use of HIV Mobile Medical Units in targeted zip codes to increase testing to engage and retain the newly diagnosed and those aware -but not in care- to achieve viral load suppression through outpatient ambulatory medical care, pharmaceutical assistance, mental and oral health, etc. Grant funding is valid March 1, 2020 through February 28, 2021. No match is required.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:	Yes	No	
Emergency?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Justification of Emergency: If yes, explanation must include detailed nature of emergency.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Grant has a commencement date of 3/1/2020 that has passed. </div>
Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.</p> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>
Fiscal Year Carryover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Note: If yes, note must include explanation of all-year subfund carryover language.</p> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>
CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.</p>
Contract / Agreement Approval?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted?</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Social Services Ryan White Program, Sandy Arts - Program Manager </div>
Related RC/BT?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Attachment: If yes, attach appropriate RC/BT form(s).</p>
Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.</p> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>
Code Exception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.</p> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>
Related Enacted Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.</p> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>

ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No	
Continuation of Grant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?
Surplus Property Certification?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Attachment: If yes, attach appropriate form(s).
Reporting Requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for generating reports.

Division Chief: *John Moran*
(signature)

Date: 3-18-2020

Prepared By: *J. Elsbury*
(signature)

Date: 3/18/2020

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

Thru: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor
(Name, Job Title, Department)

Phone: 255-5013 E-mail: jelsbury@coj.net

From: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor
Initiating Department Representative (Name, Job Title, Department)

Phone: 255-5013 E-mail: jelsbury@coj.net

Primary Contact: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor
(Name, Job Title, Department)

Phone: 255-5013 E-mail: jelsbury@coj.net

CC: Jordan Elsbury, Intergovernmental Affairs Liaison, Office of the Mayor

Phone: 255-5013 E-mail: jelsbury@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, St. James Suite 480
Phone: 904-255-5055 E-mail: psidman@coj.net

From: _____
Initiating Council Member / Independent Agency / Constitutional Officer
Phone: _____ E-mail: _____

Primary Contact: _____
(Name, Job Title, Department)
Phone: _____ E-mail: _____

CC: Jordan Elsbury, Intergovernmental Affairs Liaison, Office of the Mayor
Phone: 904-255-5013 E-mail: jelsbury@coj.net

Legislation from Independent Agencies requires a resolution from the Independent Agency Board approving the legislation.

Independent Agency Action Item: Yes No
Boards Action / Resolution? Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

Ending the HIV Epidemic: A Plan for America

Parks, Recreation and Community Services Department/Social Services Division

Date: March 9, 2020

Purpose: The City of Jacksonville has been awarded a grant from the U. S. Department of Health, Health Resources & Services Administration for the purpose of "Ending the HIV Epidemic. A Plan for America". This grant is a collaboration between the City of Jacksonville, Duval County Health Department, and Community Partners, to reduce new HIV infections through the implementation of innovative strategies through providing access and linkage through mobile units located in areas where there are access to care barriers or hard to reach populations, using evidence based interventions including the use of Peers, Rapid Access to Care and treatment, and innovative approaches to provide care.

Background: The City of Jacksonville is the Ryan White Part A Administrative Agency for the Jacksonville Transitional Grant Area (JTGA). The JTGA includes the four counties of Duval, St. Johns, Clay, and Nassau. The population of the TGA is approximately 1.4 million with an HIV prevalence of 7,558. HIV Planning and Programmatic Activities are done in collaboration with the Area 4 Ryan White Part B AIDS Program Office which provides services for the same counties with the addition of Baker County.

Duval County remains the epicenter of the local epidemic and is one of 48 counties in the nation with the highest burden of HIV disproportionately affecting African Americans, and concentrated in a cluster of zip codes within the Jacksonville urban core punctuated by excess poverty which affects all levels of social determinants of health from housing, nutrition, transportation, and barriers to accessing care.

Status: Grant awarded in the amount of \$850,000

Funding Period: March 1, 2020 to February 28, 2021. The grant is recommended for future support through 2025.

Benefits to the Community: The JTGA HIV system of care proposes a comprehensive response to the HIV epidemic. It begins by working across multiple funding streams and stakeholders to design solutions that close gaps in the lower end of the health care continuum.

1. DATE ISSUED: 02/20/2020		2. PROGRAM CFDA: 93.686		 <p>NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Section 311(c) (42 USC 243(c)) and title XXVI (42 U.S.C. §§ 300ff-11 et seq.)</p>												
3. SUPERSEDES AWARD NOTICE dated: except that any additions or restrictions previously imposed remain in effect unless specifically rescinded																
4a. AWARD NO.: 1 UT8HA33942-01-00		4b. GRANT NO.: UT8HA33942						5. FORMER GRANT NO.:								
8. PROJECT PERIOD: FROM: 03/01/2020 THROUGH: 02/28/2025																
7. BUDGET PERIOD: FROM: 03/01/2020 THROUGH: 02/28/2021																
8. TITLE OF PROJECT (OR PROGRAM): Ending the HIV Epidemic: A Plan for America — Ryan White HIV/AIDS Program Parts A and B																
9. GRANTEE NAME AND ADDRESS: JACKSONVILLE, CITY OF 117 W Duval St Jacksonville, FL 32202-3700 DUNS NUMBER: 004076998				10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Sandy Arts JACKSONVILLE, CITY OF 117 W. Duval Street Jacksonville, FL 32202-3700												
11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation				12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:												
a. Salaries and Wages : \$0.00				a. Authorized Financial Assistance This Period \$850,000.00												
b. Fringe Benefits : \$0.00				b. Less Unobligated Balance from Prior Budget Periods												
c. Total Personnel Costs : \$0.00				i. Additional Authority \$0.00												
d. Consultant Costs : \$0.00				ii. Offset \$0.00												
e. Equipment : \$0.00				c. Unawarded Balance of Current Year's Funds \$0.00												
f. Supplies : \$0.00				d. Less Cumulative Prior Awards(s) This Budget Period \$0.00												
g. Travel : \$0.00				e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$850,000.00												
h. Construction/Alteration and Renovation : \$0.00				13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)												
i. Other : \$850,000.00				<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td>02</td> <td>\$850,000.00</td> </tr> <tr> <td>03</td> <td>\$850,000.00</td> </tr> <tr> <td>04</td> <td>\$850,000.00</td> </tr> <tr> <td>05</td> <td>\$850,000.00</td> </tr> </tbody> </table>			YEAR	TOTAL COSTS	02	\$850,000.00	03	\$850,000.00	04	\$850,000.00	05	\$850,000.00
YEAR	TOTAL COSTS															
02	\$850,000.00															
03	\$850,000.00															
04	\$850,000.00															
05	\$850,000.00															
j. Consortium/Contractual Costs : \$0.00				14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)												
k. Trainee Related Expenses : \$0.00				a. Amount of Direct Assistance \$0.00												
l. Trainee Stipends : \$0.00				b. Less Unawarded Balance of Current Year's Funds \$0.00												
m. Trainee Tuition and Fees : \$0.00				c. Less Cumulative Prior Awards(s) This Budget Period \$0.00												
n. Trainee Travel : \$0.00				d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$0.00												
o. TOTAL DIRECT COSTS : \$850,000.00																
p. INDIRECT COSTS (Rate: % of S&W/TADC) : \$0.00																
q. TOTAL APPROVED BUDGET : \$850,000.00																
i. Less Non-Federal Share: \$0.00																
ii. Federal Share: \$850,000.00																
15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [A] Estimated Program Income: \$0.00																
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: a. The grant program legislation cited above b. The grant program regulation cited above c. This award notice including terms and conditions, if any noted below under REMARKS d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.																
REMARKS: (Other Terms and Conditions Attached [X] Yes [] No)																
Electronically signed by Brad Barney, Grants Management Officer on : 02/20/2020																
17. OBJ. CLASS: 41.15		18. CRS-EIN: 1596000344B4		19. FUTURE RECOMMENDED FUNDING: \$0.00												
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE										
20 - 377EAGR	93 686	20UT8HA33942	\$850,000.00	\$0.00		20RWHAP-A-B										

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Condition(s)

1. Due Date: Within 30 Days of Award Issue Date

The recipient is required to submit a revised budget, SF 424A, budget narrative justification and work plan for Year One reflecting the amount of funding received for Year One within 30 days of the receipt of the Notice of Award.

Grant Specific Term(s)

1. The funds for this award are sub-accounted in the Payment Management System (PMS) and will be in a P type (sub accounted) account. This type of account allows recipients to specifically identify the individual grant for which they are drawing funds and will assist HRSA in monitoring the award. If your organization previously received a grant under this program, it was in a G type (cash pooled) account designated by a PMS Account Number ending in G or G1. Now that this grant is sub accounted the PMS Account Number will be changed to reflect either P or P1. For example, if the prior year grant was in payee account number 2AAG it will now be in 2AAP. Similarly, if the prior year grant was in payee account 2AAG1, the grant will be in payee account 2AAP1. The P sub account number and the sub account code (provided on page 1 of this Notice of Award) are both needed when requesting grant funds. You may use your existing PMS username and password to check your organizations P account access. If you do not have access, complete a PMS Access Form (PMS/FFR Form) found at <https://pms.psc.gov/grant-recipients/access-newuser.html> and send it to the fax number indicated on the bottom of the form. If you have any questions about accessing PMS, contact the PMS Liaison Accountant as identified at: <https://pms.psc.gov/find-pms-liaison-accountant.html>.
2. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, recipients must report information for each subaward of \$25,000 or more in Federal funds and executive total compensation, as outlined in Appendix A to 2 CFR Part 170. You are required to submit this information to the FFATA Subaward Reporting System (FSRS) at <https://www.fsrs.gov/> by the end of the month following the month in which you awarded any subaward. The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <https://www.hrsa.gov/grants/ffata.html>.
3. Effective December 26, 2014, all references to OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR 200 as codified by HHS at 45 CFR 75.
4. All post-award requests, such as significant budget revisions or a change in scope, must be submitted as a Prior Approval action via the Electronic Handbooks (EHBs) and approved by HRSA prior to implementation. Grantees under "Expanded Authority," as noted in the Remarks section of the Notice of Award, have different prior approval requirements. See "Prior-Approval Requirements" in the DHHS Grants Policy Statement: <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>

Program Specific Term(s)

1. The recipient must assure HRSA/HAB that the developed items can be used by HRSA/HAB in accordance with 45 CFR 75.322(b). The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. In accordance with 45 CFR 75.322(b), HRSA/HAB reserves a royalty free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
2. Funding beyond this budget period is contingent upon the availability of appropriated funds for this program in subsequent fiscal years, recipient satisfactory performance, and a decision that continued funding is in the best interest of the Federal Government.
3. Unless otherwise specified, all Conditions, Program Terms and Reporting Requirements must be electronically submitted through the

HRSA Electronic Handbooks (EHBs).

4. As required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109–282), as amended by section 6202 of Public Law 110–252, recipients must report information for each subaward of \$25,000 or more in Federal funds and executive total compensation as outlined in Appendix A to 2 CFR Part 170 (<http://www.hrsa.gov/grants/ffata.html>). The FFATA reporting requirements apply for the duration of the project period and so include all subsequent award actions to aforementioned HRSA grants and cooperative agreement awards (e.g., Type 2 (competing continuation), Type 5 (non-competing continuation), etc.). Subawards to individuals are exempt from these requirements. For more information, visit: <http://www.hrsa.gov/grants/ffata.html>.
5. This award is subject to 45 CFR part 75—Uniform Administrative Requirements, Cost Principles, and Audit Requirement for HHS Awards.
6. The recipient shall make all files, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt) and Microsoft Excel (.xls), fully accessible to members of the public with disabilities. Technical and functional standards for accessibility are codified at 36 CFR Part 1194 and may be accessed through the Access Board's Web site at <http://www.access-board.gov>.
7. Funding will be provided in the form of cooperative agreement. A cooperative agreement, as opposed to a grant, is an award instrument of financial assistance where substantial involvement is anticipated between HRSA and the recipient during performance of the contemplated project. The recipient is expected to collaborate with HAB and its RWHAP recipients to achieve the expectations described in the program expectations section. Certain activities must be planned jointly and include HAB's input. HRSA HAB must be aware of all project activities in sufficient time to provide input and/or assistance. This substantial involvement is in addition to the usual monitoring and technical assistance provided under the cooperative agreement.

As a cooperative agreement, HRSA programmatic involvement will include:

- Providing the expertise of HRSA HAB personnel and other relevant resources to support the efforts of the initiative activities;
- Facilitating partnership and communication with other federal agencies, particularly CDC, to improve coordination efforts;
- Facilitating collaboration with the TAP and SCP to assist in the development, implementation, coordination, and integration of initiative activities;
- Participating in the design and direction of the strategies, interventions, tools, and processes to be established and implemented for accomplishing the goals of the cooperative agreement;
- Approving uses of funds outside of existing allowable RWHAP costs and service categories;
- Providing ongoing review of the establishment and implementation of activities and measures for accomplishing the goals of the cooperative agreement;
- Participating, as appropriate, in conference calls and meetings that are conducted during the project period of the cooperative agreement;
- Reviewing and concurring with all information products prior to dissemination; and
- Facilitating the dissemination of project findings, best practices, evaluation data, and other information developed as part of this project to the broader network of RWHAP recipients.

In collaboration with HRSA, the cooperative agreement recipient's responsibilities will include:

- Completing proposed initiative work plan activities within the five-year project period;
 - Collaborating with HRSA on review of activities, procedures, and budget items, including timely communication with project officer;
 - Developing and implementing a methodology, including proposed metrics, to measure the impact of proposed activities, as well as reporting on outcomes;
 - Ensuring proposed activities are based on documented need, targeted for maximum impact on HIV care continuum outcomes, and designed to reach the identified target population(s);
 - Coordinating the initiative activities with their existing RWHAP programs;
 - Collaborating with CDC funded organizations, health centers, and other local and state government agencies on implementing initiative activities;
 - Collaborating with the TAP and SCP on the development, implementation, coordination, and integration of initiative activities;
 - Developing a sustainability plan to support successful activities following conclusion of the cooperative agreement;
 - Modifying activities as necessary to ensure relevant outcomes for the project; and
8. The recipient is required to establish and maintain a process for protecting client confidentiality throughout the project period. Client confidentiality requirements apply to all phases of the project.

9. Funds may not be used for payments for any item or service to the extent that payment has been made, or reasonably can be expected to be made, with respect to that item or service under any state compensation program, insurance policy, federal or state health benefits program or by an entity that provides health services on a prepaid basis (except for a program administered by or providing the services of the Indian Health Services).
- In addition, funds may not be used for the following purposes:
- Cash payment to intended recipients of services.
 - Clinical research.
 - International travel.
 - Construction (minor alterations and renovations to an existing facility to make it more suitable for the purposes of the award program are allowable with prior HRSA approval).
 - Syringe Services Programs (SSPs). Some aspects of SSPs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy.
 - Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post-Exposure Prophylaxis (PEP), as the person using PrEP or PEP does not have HIV and therefore not eligible for HRSA HAB initiative funded medication.
10. Consistent with Departmental guidance, HRSA recipients that purchase, are reimbursed or provide reimbursement to other entities for outpatient prescription drugs are expected to secure the best prices available for such products and to maximize results for the grantee organization and its patients. Entities funded under HRSA-20-078 are 340B Program eligible entities. Eligible health care organizations/covered entities that enroll in the 340B Program must comply with all 340B Program requirements and will be subject to audit regarding 340B Program compliance. 340B Program requirements, including eligibility, can be found at <https://project2.fireeye.com/uri?k=f6cc1a8e-aa99139d-f6cc2bb1-0cc47adb5650-c735f8b079c3ff70&u=http://www.hrsgov/opa/>
11. All recipients who are providing services under EHE that are available in the Medicaid State plan must have entered into a participation agreement under the State plan and be qualified to receive payments under such plan, or receive a waiver from this requirement.
12. The EHE initiative specifies criteria for the expenditure of program funds as follows:
- Recipient costs for grant administration may not exceed ten (10) percent of the grant award. Planning and evaluation costs may not exceed ten (10) percent of the grant award. Collectively, recipient administration and planning and evaluation costs may not exceed fifteen (15) percent of the grant award. The aggregate total of administrative expenditures for subrecipients, including all indirect costs, may not exceed 10 percent of the aggregate amount of all subawards.
 - If the recipient elects to expend funds for clinical quality management activities that amount shall not exceed the lesser of 5 percent of the total grant funds or \$3 million.
13. Any post-award changes in EHE grant allocations must be submitted to the Project Officer. Prior approval for rebudgeting is required when cumulative transfers among direct cost budget categories (i.e., Personnel, Fringe, Travel, Equipment, Supplies, Contractual, etc.) for the current budget period exceed 25% of the total approved budget (which includes direct and indirect costs) for that budget period or \$250,000, whichever is less; or substantial changes are made to the approved work plan or project scope (e.g., changing the model of care, transferring substantive work from personnel to contractual); or the recipient wants to purchase a piece of equipment that exceeds \$5,000 and was not included in the approved project budget/application.
14. EHE funds may not be used to make cash payments to intended clients of EHE-funded services. This prohibition includes cash incentives and cash intended as payment for EHE services. Where direct provision of the service is not possible or effective, store gift cards, vouchers, coupons, or tickets that can be exchanged for a specific service or commodity (e.g., food or transportation) must be used. Store gift cards that can be redeemed at one merchant or an affiliated group of merchants for specific goods or services that further the goals and objectives of the EHE are also allowable as incentives for eligible program participants. Recipients are advised to administer voucher and store gift card programs in a manner which assures that they cannot be exchanged for cash or used for anything other than the allowable goods or services, and that systems are in place to account for disbursed vouchers and store gift cards. Note: General-use prepaid cards are considered "cash equivalent" and are therefore unallowable. Such cards generally bear the logo of a payment network, such as Visa, MasterCard, or American Express, and are accepted by any merchant that accepts those credit or debit cards as payment. Gift cards that are co-branded with the logo of a payment network and the logo of a merchant or affiliated group of merchants are general-use prepaid cards, not store gift cards, and therefore are also unallowable.
15. This action reflects a new document number. Please refer to this number when contacting the Payment Management System or submitting drawdown requests. Reporting on the Federal Financial Report (FFR) SF-425 Federal Cash Transaction Report (FCTR) should reflect this number for all disbursements related to this project period.
16. You must submit an annual non-competing continuation progress report via the HRSA EHBs 90 days prior to the budget period end date. Submission and HRSA approval of this Progress Report(s) triggers the budget period renewal and release of subsequent year funds. This

- report has two parts. The first part demonstrates recipient progress on program-specific goals. The second part collects core performance measurement data including performance measurement data to measure the progress and impact of the project.
17. Recipients are required to track and report all sources of service reimbursement as program income on the annual Federal Financial Report and in annual data reports. All program income earned must be used to further the objectives of the EHE program. For additional information, see 45 CFR § 75.307.
 18. Any recipients that collect rebates on ADAP medication purchases funded through EHE must adhere to outlined provisions in HRSA HAB PCN # 15-04: Utilization and Reporting of Pharmaceutical Rebates. See https://hab.hrsa.gov/sites/default/files/hab/Global/pcn_15-04_pharmaceutical_rebates.pdf
 19. Resumes/CV for key personnel supported by this cooperative agreement and not named in the FY 2020 application must be submitted to the HRSA Grants Management Office through the EHB Prior Approval Portal for review prior to appointment to the project. This requirement also includes all key personnel hired due to vacancy, resignation, termination or attrition subsequent to the issue date on the Notice of Award.
 20. For all action steps that require input from the HAB Project Officer and other HAB staff, you must allow for at least a three (3) week response time for information, approval, planning, or technical assistance. Work plan tables must be adjusted to include the minimum response time for all relevant activities.
 21. Per 45 CFR §75.351 - 353, recipients must monitor the activities of their subrecipients as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, Ryan White HIV/AIDS Program legislative requirements, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Recipients must ensure that subrecipients track, appropriately use, and report program income generated by the subaward. Recipients must also ensure that subrecipient expenditures adhere to legislative mandates regarding the distribution of funds.
 22. If applicable, the awardee must submit the Tangible Personal Property Report (SF-428) and any related forms. The report must be submitted within 90 days after the project period ends. Awardees are required to report all equipment with an acquisition cost of \$5,000 or more per unit acquired by the recipient with award funds. Tangible personal property reports must be submitted electronically through HRSA EHBs.
 23. Funds may not be used by grantees or subcontractors for the purchase of vehicles without written approval from the Division of Grants Management Operations (DGMO).
 24. Submit, every two (2) years, to the lead State or MTA agency for the EHE initiative, audits consistent with 45 CFR 75 Subpart F, regarding funds expended in accordance with this title.
 25. During each budget period, recipients must include in their program budget travel support for recipient staff members (one staff member must be the program director or a designated representative) to attend meetings/conferences identified by HRSA HAB as essential to EHE administration and implementation. HRSA HAB meetings may include, but are not limited to, the biennial National Ryan White Conference on HIV Care and Treatment, grant-specific Administrative Reverse Site Visits (ARSV), or targeted technical assistance events. Meetings are generally held in the Washington, D.C. metropolitan area. If no essential meetings are held during the budget period, recipients can reallocate funds for other allowable grant expenses. Recipients must comply with 45 CFR Part 75.474 and all other applicable HHS and Federal policies governing travel supported under Federal assistance awards.
 26. Funds awarded for pharmaceuticals must only be spent to assist clients who have been determined not eligible for other pharmaceutical programs, especially the AIDS Drug Assistance Program and/or for drugs that are not on the State ADAP or Medicaid formulary.
 27. As a condition of accepting this award the recipient must comply with data requirements of the RSR and will mandate compliance by each of your subrecipients. The RSR captures information necessary to demonstrate program performance and accountability. All EHE core service and support service providers are required to submit client-level data as instructed in the RSR manual. Please refer to the RSR Webpage for additional information.
 28. If the recipient expends any of the Initiative award on the AIDS Drug Assistance Program (ADAP), it must comply with data reporting requirements of the ADAP Data Report (ADR) for those funds. Acceptance of this award indicates that you will comply with data requirements of the ADR and will mandate compliance by each of your contractors and subcontractors. The ADR captures information necessary to demonstrate program performance and accountability. Please refer to the ADR Webpage for more information.
 29. As outlined in Notice of Funding Opportunity HRSA-20-078, the only requirement for determining eligibility for EHE service provision is that the individual has a documented HIV diagnosis. HRSA expects that all new clients who are provided any services (whether EHE or RWHAP) in an EHE-funded jurisdiction will be counted as an EHE client.
 30. As a condition of accepting this award the recipient must adhere to all program policies and guidance governing the EHE program

Standard Term(s)

1. Recipients must comply with all terms and conditions outlined in their grant award, including grant policy terms and conditions outlined in applicable Department of Health and Human Services (HHS) Grants Policy Statements, and requirements imposed by program statutes and regulations and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.
2. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>. Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect.
3. "This [project/publication/program/website] [is/was] supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) as part of an award totaling \$XX with xx percentage financed with non-governmental sources. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by HRSA, HHS or the U.S. Government."
Recipients are required to use this language when issuing statements, press releases, requests for proposals, bid solicitations, and other HRSA-supported publications and forums describing projects or programs funded in whole or in part with HRSA funding. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.
4. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or itemFor which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.
5. Items that require prior approval from the awarding office as indicated in 45 CFR Part 75 [Note: 75 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Award] or 45 CFR Part 75 must be submitted as a Prior Approval action via Electronic Handbooks (EHBs). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.
In addition to the prior approval requirements identified in Part 75, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds \$100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or \$250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is \$200,000, if the total approved budget is \$300,000, cumulative changes within that budget period exceeding \$75,000 would require prior approval). For recipients subject to 45 CFR Part 75, this requirement is in lieu of that in 45 CFR 75 which permits an agency to require prior approval for specified cumulative transfers within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding \$25,000 (if not included in the approved application) or other prior approval action identified in Part 75 unless HRSA has specifically exempted the grantee from the requirement(s).]
6. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payments should be directed to: ONE-DHHS Help Desk for PMS Support at 1-877-614-5533 or PMSSupport@psc.hhs.gov. For additional information please visit the Division of Payment Management Website at <https://pms.psc.gov/>.
7. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htips@oig.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).
8. Submit audits, if required, in accordance with 45 CFR Part 75, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800) 253-0696 toll free <https://harvester.census.gov/facweb/default.aspx/>.
9. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful

access to, services. The obligations of recipients are explained on the OCR website at HHS Limited English Proficiency (LEP)

10. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to: <https://www.hrsa.gov/sites/default/files/hrsa/grants/manage/trafficking-in-persons.pdf>. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.
11. The Further Consolidated Appropriations Act, 2020, § 202, (P.L. 116-94), enacted December 20, 2019, restricts the amount of direct salary that may be paid to an individual under a HRSA grant or cooperative agreement to a rate no greater than Executive Level II of the Federal Executive Pay Scale. Effective January 2020, the Executive Level II salary level is \$197,300. This amount reflects an individual's base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate. This salary limitation also applies to sub-recipients under a HRSA grant or cooperative agreement. The salary limitation does not apply to payments made to consultants under this award although, as with all costs, those payments must meet the test of reasonableness and be consistent with recipient's institutional policy. None of the awarded funds may be used to pay an individual's salary at a rate in excess of the salary limitation. Note: an individual's base salary, per se, is NOT constrained by the legislative provision for a limitation of salary. The rate limitation simply limits the amount that may be awarded and charged to HRSA grants and cooperative agreements. For individuals whose salary rates are in excess of Executive Level II, the non-federal entity may pay the excess from non-federal funds.
12. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases. Please see <http://www.hhs.gov/civil-rights/for-individuals/index.html>. HHS also provides specific guidance for recipients on meeting their legal obligation under Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in programs and activities that receive Federal financial assistance (P.L. 88-352, as amended and 45 CFR Part 75). In some instances a recipient's failure to provide language assistance services may have the effect of discriminating against persons on the basis of their national origin. Please see <http://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/index.html> to learn more about the Title VI requirement for grant and cooperative agreement recipients to take reasonable steps to provide meaningful access to their programs and activities by persons with limited English proficiency.
13. Important Notice: The Central Contractor registry (CCR) has been replaced. The General Services Administration has moved the CCR to the System for Award Management (SAM) on July 30, 2012. To learn more about SAM please visit <https://www.sam.gov/SAM/>. It is incumbent that you, as the recipient, maintain the accuracy/currency of your information in the SAM at all times during which your entity has an active award or an application or plan under consideration by HRSA, unless your entity is exempt from this requirement under 2 CFR 25.110. Additionally, this term requires your entity to review and update the information at least annually after the initial registration, and more frequently if required by changes in your information. This requirement flows down to subrecipients. Note: SAM information must be updated at least every 12 months to remain active (for both grantees and sub-recipients). Grants.gov will reject submissions from applicants with expired registrations. It is advisable that you do not wait until the last minute to register in SAM or update your information. According to the SAM Quick Guide for Grantees (https://www.sam.gov/SAM/transcript/Quick_Guide_for_Grants_Registrations.pdf), an entity's registration will become active after 3-5 days. Therefore, check for active registration well before the application deadline.
14. In any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite-sex spouses, marriages, and households, respectively. By "same-sex spouses," HHS means individuals of the same sex who have entered into marriages that are valid in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "same-sex marriages," HHS means marriages between two individuals validly entered into in the jurisdiction where performed, including any of the 50 states, the District of Columbia, or a U.S. territory or in a foreign country, regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. By "marriage," HHS does not mean registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. This term applies to all grant programs except block grants governed by 45 CFR part 96 or 45 CFR Part 98, or grant awards made under titles IV-A, XIX, and XXI of the Social Security Act; and grant programs with approved deviations.
15. §75.113 Mandatory disclosures. Consistent with 45 CFR 75.113, applicants and non-federal entities must disclose, in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Sub recipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at

the following address:

Department of Health and Human Services
Health Resources and Services Administration
Office of Federal Assistance Management
Division of Grants Management Operations
5600 Fishers Lane, Mailstop 10SWH-03
Rockville, MD 20879

AND

U.S. Department of Health and Human Services
Office of Inspector General
Attn: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201

Fax: (202)205-0604 (Include "mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov
Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C. 3321). The recipient must include this mandatory disclosure requirement in all sub-awards and contracts under this award.

Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII are required to report certain civil, criminal, or administrative proceedings to www.sam.gov. Failure to make required disclosures can result in any of the remedies described in §75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

Recipient integrity and performance matters. If the total Federal share of the Federal award is more than \$500,000 over the period of performance, Appendix XII to CFR Part 200 is applicable to this award.

Reporting Requirement(s)

1. Due Date: Within 90 Days of Project End Date

Recipients must submit information relevant to program-specific goals and progress on strategies; core performance measurement data; impact of the overall project; the degree to which the recipient achieved the mission, goal and strategies outlined in the program, recipient objectives and accomplishments; barriers encountered; and responses to summary questions regarding the recipient's overall experiences during the entire project period.

2. Due Date: Quarter End Date after 90 Days of Budget End Date

The grantee must submit a Federal Financial Report (FFR). The report should reflect cumulative reporting within the project period and must be submitted using the Electronic Handbooks (EHBs). The FFR due dates have been aligned with the Payment Management System quarterly report due dates, and will be due 90, 120, or 150 days after the grant project period ends. Please refer to the chart below for the specific due date for your FFR:

- Budget Period ends August – October: FFR due January 30
- Budget Period ends November – January: FFR due April 30
- Budget Period ends February – April: FFR due July 30
- Budget Period ends May – July: FFR due October 30

3. Due Date: 07/31/2020

As a condition of accepting this award the recipient must comply with data requirements of the Ending the HIV Epidemic Aggregate Module and will mandate compliance by each of your subrecipients. EHE funded subrecipients must submit a report of aggregate data on a triannual basis. Subrecipients will report using a standard template that captures aggregate counts of services received by clients during the triannual period.

4. Due Date: 11/30/2020

As a condition of accepting this award the recipient must comply with data requirements of the Ending the HIV Epidemic Aggregate Module and will mandate compliance by each of your subrecipients. EHE funded subrecipients must submit a report of aggregate data on a triannual basis. Subrecipients will report using a standard template that captures aggregate counts of services received by clients during the triannual period.

5. Due Date: 03/31/2021

As a condition of accepting this award the recipient must comply with data requirements of the Ending the HIV Epidemic Aggregate Module and will mandate compliance by each of your subrecipients. EHE funded subrecipients must submit a report of aggregate data on a triannual basis. Subrecipients will report using a standard template that captures aggregate counts of services received by clients during the triannual period.

6. Due Date: 05/29/2020

The recipient must submit an annual Initiative Allocation Report.

7. Due Date: 05/31/2021

The recipient must submit an annual Initiative Expenditure Report.

8. Due Date: 07/31/2020

Recipients must submit three progress reports during the budget period via the HRSA EHBs. The information will include updates on staff changes and budget expenditures; recipient progress on program specific goals and strategies; key accomplishments including a list of all developed materials, tools and websites; barriers encountered and how they are resolved, and responses to summary questions regarding overall impact. Recipients must submit the report on-line in the Electronic Handbooks (EHB) system. The format for these reports will be provided by the Project Officer within the EHB.

9. Due Date: 11/30/2020

Recipients must submit three progress reports during the budget period via the HRSA EHBs. The information will include updates on staff changes and budget expenditures; recipient progress on program specific goals and strategies; key accomplishments including a list of all developed materials, tools and websites; barriers encountered and how they are resolved; and responses to summary questions regarding overall impact. Recipients must submit the report on-line in the Electronic Handbooks (EHB) system. The format for these reports will be provided by the Project Officer within the EHB.

10. Due Date: 03/31/2021

Recipients must submit three progress reports during the budget period via the HRSA EHBs. The information will include updates on staff changes and budget expenditures; recipient progress on program specific goals and strategies; key accomplishments including a list of all developed materials, tools and websites; barriers encountered and how they are resolved; and responses to summary questions regarding overall impact. Recipients must submit the report on-line in the Electronic Handbooks (EHB) system. The format for these reports will be provided by the Project Officer within the EHB.

11. Due Date: 03/29/2021

Submit the Ryan White Services Report (RSR) which consists of recipient, service provider, and client level reports for the calendar year via the EHBs by 6 00 PM ET on the last Monday in March. See <http://hab.hrsa.gov/manageyourgrant/reportingrequirements.html> for additional information.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts**NoA Email Address(es):**

Name	Role	Email
Lenny Curry	Authorizing Official	sarts@coj.net
Sandy Arts	Program Director	sarts@coj.net

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Eric Shell at:
MailStop Code: 9W17D
DMHAP
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: EShell@hrsa.gov
Phone: (301) 443-0756

Division of Grants Management Operations:

For assistance on grant administration issues, please contact India Smith at:
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: ISmith@hrsa.gov
Phone: (301) 443-2096

Item 17

CITY OF JACKSONVILLE, FLORIDA

RC #: RC20- 109

DATE _____ RECOMMENDED _____ NOT RECOMMENDED _____

DIVISION CHIEF: _____ *John Moore* _____

DEPARTMENT HEAD: 4-3-2020 _____

HR CHIEF: 4/3/2020 _____

BUDGET OFFICE: _____

DEPARTMENT: Parks Recreation & Community Svcs. TO BE EFFECTIVE: March 1, 2020

ACTION	No.	ACTIVITY NO/ DESCRIPTION	TITLE	OCC CODE	PAY GRADE	PAY RANGE
Authorize	1		Human Services Planner II/SPE	05108	26.16	\$43,993.57 - \$82,842.88

FUNDING: Indicate funding for this change:
 Funds are available within current appropriations for this change: Yes No (see description below)
 If NO, funds will be provided by: _____

JUSTIFICATION:

Department requires addition of Human Services Planner II/SPE position to facilitate new grant to be effective 3/1/2020.

Reference TD/BT BT20-066 Council approval required? Yes No Date action required: _____

ACTION TAKEN BY MBRC:

SIGNATURES:

Chief Administrative Officer

MAYOR

AMENDMENTS: _____

Comments: _____

Item 18

	DATE	RECOMMENDED	NOT RECOMMENDED
DIVISION CHIEF:	<u>3/6/2020</u>	<u>[Signature]</u>	_____
DEPARTMENT HEAD:	<u>3/6/20</u>	<u>[Signature]</u>	_____
HR CHIEF:	<u>3/11/2020</u>	<u>[Signature]</u>	_____
BUDGET OFFICE:	<u>3/16/20</u>	<u>[Signature]</u>	_____

DEPARTMENT: Planning and Development TO BE EFFECTIVE: March 28, 2020

ACTION	No.	ACTIVITY NO/ DESCRIPTION	TITLE	OCC CODE	PAY GRADE	PAY RANGE
Delete	1	PDBZ159BI	Construction Trades Inspector	L0200	15.13	33,406.81 - 64,295.19
Delete	1	PDBZ159BI	Construction Trades Inspector Senior	L0202	15.14	36,302.69 - 69,869.99
Authorize	1	PDBZ159LI	Manager Plan Review - Landscape	04994	29.14	57,090.29 - 96,121.50
Authorize	1	PDBZ159PE	Building Plans Examiner Senior	L0071	15.15	39,657.54 - 76,324.72

FUNDING: Indicate funding for this change:
 Funds are available within current appropriations for this change: Yes No (see description below)
 If NO, funds will be provided by: _____

JUSTIFICATION:
Reclassification of positions to better support departments plan review section, to be effective 3/28/2020.
 From: PDBZ159BI 15104 142002 000000 000000 00000000 00000
 To: PDBZ159LI 15104 142005 000000 000000 00000000 00000
 To: PDBZ159PE 15104 142007 000000 000000 00000000 00000

Reference TD/BT _____ Council approval required? Yes No Date action required _____

ACTION TAKEN BY MBRC: _____	SIGNATURES: _____
	Chief Administrative Officer

	MAYOR
AMENDMENTS: _____	Comments: _____
_____	_____

Item 19

DIVISION CHIEF: DATE 3/11/2020 RECOMMENDED gmcNeil NOT RECOMMENDED
 DEPARTMENT HEAD: 3/11/2020 [Signature] _____
 HR CHIEF: 3/11/2020 [Signature] _____
 BUDGET OFFICE: 3/11/20 [Signature] _____
OK 3/11/20

DEPARTMENT: Jacksonville Public Library TO BE EFFECTIVE: March 28, 2020

ACTION	No.	ACTIVITY NO/ DESCRIPTION	TITLE	OCC CODE	PAY GRADE	PAY RANGE
Delete	1	PLJX011MBBS	Library Clerk	N0007	15.07	22,428.70 - 43,166.49
Authorize	1	PLJX011MBBS	Adult Program Coordinator	N0025	26.13	33,750.48 - 63,554.65

FUNDING: Indicate funding for this change:
 Funds are available within current appropriations for this change: Yes No (see description below)
 If NO, funds will be provided by: _____

JUSTIFICATION:
Our clerical needs in this department have been greatly reduced due to changes in our workflow; however, we've increased
our resource allocation towards adult programming and need a higher level position focused on reaching out to community
resources to provide programs that meet our customers' demands. A higher than budgeted amount memo is attached.
00111 185102 000000 000000 00000000 00000 OK

Reference TD/BT _____ Council approval required? Yes No Date action required: _____

ACTION TAKEN BY MBRC: _____ SIGNATURES: _____

 Chief Administrative Officer

 MAYOR

 AMENDMENTS: _____ Comments: _____



City of Jacksonville, Florida

Lenny Curry, Mayor

Jacksonville Public Library
303 N. Laura Street
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

ONE CITY. ONE JACKSONVILLE.

DATE: March 23, 2020
TO: Brian E. Hughes, Chairman
Mayor's Budget Review Committee
THRU: Diane F. Moser, Director
Employee Services
FROM: Tim Rogers, Director
Jacksonville Public Library

SUBJECT: HIGHER THAN BUDGETED AMOUNT - ADULT PROGRAM COORDINATOR

This is to request a start rate for a new hire to fill the civil service position of Adult Program Coordinator at a higher than budgeted amount. The position is budgeted at \$26,053.50 and the offer will be at \$33,750.48 with an end of probation salary of \$35,438.00. There is an attached RC to reclassify this position. This would be effective upon date of hire. The Director of Employee Services, Diane F. Moser, supports this request.

The clerical needs in this department have been greatly reduced due to changes in the workflow; however, the resource allocation towards adult programming has increased and there is a need for a higher-level position focused on reaching out to community resources to provide programs that meet the Library's customers' demands.

The higher than budgeted amount will cause an impact to the budget of \$9,384.50. This does not include the additional costs for retirement and benefits.

PG	EIN	Budgeted Salary	Current Salary	Proposed Salary at Hire	Proposed Salary (End of Probation)	Impact to Budget
26.13	Vacant	\$26,053.50	n/a	\$33,750.48	\$35,438.00	\$9,384.50
TOTAL FINANCIAL IMPACT:						\$9,384.50

Item 20

CITY OF JACKSONVILLE, FLORIDA

RC # : RC20-106

	DATE	RECOMMENDED	NOT RECOMMENDED
DIVISION CHIEF:	_____	_____	_____
DEPARTMENT HEAD:	<u>2/17/2020</u>		_____
HR CHIEF:	<u>3/17/2020</u>	_____	_____
BUDGET OFFICE:	<u>3/17/20</u>	_____	_____

DEPARTMENT: Jacksonville Public Library TO BE EFFECTIVE: March 28, 2020

ACTION	No.	ACTIVITY NO/ DESCRIPTION	TITLE	OCC CODE	PAY GRADE	PAY RANGE
Delete	1	PLJX011MBBS	Library Clerk	N0007	15.07	\$22,428.70 - \$43,166.49
Authorize	1	PLJX011MBBS	Library Associate	N0009	26.13	\$33,750.48 - \$63,554.65

FUNDING: Indicate funding for this change:
 Funds are available within current appropriations for this change: Yes No (see description below)
 If NO, funds will be provided by: _____

JUSTIFICATION:

Our clerical needs at this branch have been greatly reduced due to changes in our workflow; however, we have had an
increased demand for youth programming and currently only have one youth services programmer at the branch. Adding a
youth associate associate will enable us to provide more services for youth both inside the branch and in the surrounding
community. A higher than budgeted amount memo is attached. To be effective 3/28/2020
00111 185102 000000 000000 00000000 000000

Reference TD/BT _____ Council approval required? Yes No Date action required: _____

ACTION TAKEN BY MBRC:

SIGNATURES:

Chief Administrative Officer

MAYOR

AMENDMENTS: _____

Comments: _____



City of Jacksonville, Florida

Lenny Curry, Mayor

Jacksonville Public Library
303 N. Laura Street
Jacksonville, FL 32202
(904) 630-CITY
www.coj.net

ONE CITY ONE JACKSONVILLE

DATE: March 23, 2020
TO: Brian E. Hughes, Chairman
Mayor's Budget Review Committee
THRU: Diane F. Moser, Director
Employee Services
FROM: Tim Rogers, Director
Jacksonville Public Library

SUBJECT: HIGHER THAN BUDGETED AMOUNT - LIBRARY ASSOCIATE

This is to request a start rate for a new hire to fill the civil service position of Library Associate at a higher than budgeted amount. The position is budgeted at \$26,053.50 and the offer will be at \$33,750.48 with an end of probation salary of \$35,438.00. There is an attached RC to reclassify this position. This would be effective upon date of hire. The Director of Employee Services, Diane F. Moser, supports this request.

Our clerical needs at this branch have been greatly reduced due to changes in our workflow; however, we have had an increased demand for youth programming and currently only have one youth services programmer at the branch. Adding a youth associate will enable us to provide more services for youth both inside the branch and in the surrounding community.

The higher than budgeted amount will cause an impact to the budget of \$9,384.50. This does not include the additional costs for retirement and benefits.

PG	EIN	Budgeted Salary	Current Salary	Proposed Salary at Hire	Proposed Salary (End of Probation)	Impact to Budget
26.13	Vacant	\$26,053.50	n/a	\$33,750.48	\$35,438.00	\$9,384.50
TOTAL FINANCIAL IMPACT:						\$9,384.50

Item 21



ONE CITY. ONE JACKSONVILLE.

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Real Estate Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8700
www.coj.net

March 12, 2019

TO: Brian Hughes, Chairman
Mayor's Budget Review Committee

THRU: John P. Pappas, P.E., Director
Public Works Department *John P. Pappas*

FROM: Renee Hunter, Chief
Real Estate Division *Renee Hunter*

SUBJECT: Mandarin Meadows Easement Abandonment
RE# 159567-0015 for Location Purposes

Please provide the Real Estate Division with authority to request legislation necessary for City Council to approve the abandonment of the drainage and utilities easement described in the attached Exhibit A. The subject easement was established in the Mandarin Meadows Unit 2 Plat recorded in Plat Book 29, Page 67. See RE# 159567-0015 for location purposes.

The applicant, VC Mandarin Senior Housing, Ltd., constructed an assisted living facility over the easement without knowing the easement existed. The Applicant seeks the City to abandon its easement to establish clear title to the property. The applicant has paid the easement abandonment with encroachment application fee of \$516.00. There were no objections from City, State, or Utility agencies.

If you require additional information, please contact RJ Morris at 904-255-8705.

Thank you

RH:rjm

Attachments

Cc: The Honorable Michael Boylan, Council District 6

APP

LEGISLATIVE FACT SHEET

DATE: 03/12/20

BT or RC No: _____
(Administration & City Council Bills)

SPONSOR: Public Works Real Estate/CM Michael Boylan, CD 6
(Department/Division/Agency/Council Member)

Contact for all inquiries and presentation Public Works/Real Estate

Provide Name: Renee Hunter

Contact Number: 904-255-8234

Email Address: reeneh@coj.net

PURPOSE: White Paper (Explain Why this legislation is necessary? Provide; Who, What, When, Where, How and the Impact.) Council Research will complete this form for Council introduced legislation and the Administration is responsible for all other legislation. (Minimum of 350 words - Maximum of 1 page.)

Please provide the Real Estate Division with authority to request legislation necessary for City Council to approve the abandonment of the drainage and utilities easement described in the attached Exhibit A. The subject easement was established in the Mandarin Meadows Unit 2 Plat recorded in Plat Book 29, Page 67. See RE# 159567-0015 for location purposes.

The applicant, VC Mandarin Senior Housing, Ltd., constructed an assisted living facility over the easement without knowing the easement existed. The Applicant seeks the City to abandon its easement to establish clear title to the property. The applicant has paid the easement abandonment with encroachment application fee of \$516.00. There were no objections from City, State, or Utility agencies.

If you require additional information, please contact RJ Morris at 904-255-8705.

APPROPRIATION: Total Amount Appropriated \$0.00 as follows:
 List the source name and provide Object and Subobject Numbers for each category listed below:

(Name of Fund as it will appear in title of legislation)

Name of Federal Funding Source(s)	From: _____	Amount: _____
	To: _____	Amount: _____
Name of State Funding Source(s)	From: _____	Amount: _____
	To: _____	Amount: _____
Name of City of Jacksonville Funding Source(s)	From: _____	Amount: _____
	To: _____	Amount: _____
Name of In-Kind Contribution(s)	From: _____	Amount: _____
	To: _____	Amount: _____
Name & Number of Bond Account(s)	From: _____	Amount: _____
	To: _____	Amount: _____

PLAIN LANGUAGE OF APPROPRIATION / FINANCIAL IMPACT / OTHER:

Explain: Where are the funds coming from, going to, how will the funds be used? Does the funding require a match? Is the funding for a specific time frame? Will there be an ongoing maintenance? ... and staffing obligation? Per Chapters 122 & 106 regarding funding of anticipated post-construction operation costs.

(Minimum of 350 words - Maximum of 1 page.)

The applicant has paid the Easement Abandonment with Encroachment Fee of \$516.00, which has been deposited in the General Fund, PWRE011-34907 or 00111.152001.349070.000000.00000000.000000.

ACTION ITEMS: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No	
Emergency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Justification of Emergency: If yes, explanation must include detailed nature of emergency.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>
Federal or State Mandate?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Explanation: If yes, explanation must include detailed nature of mandate including Statute or Provision.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>
Fiscal Year Carryover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Note: If yes, note must include explanation of all-year subfund carryover language.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>
CIP Amendment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Attachment: If yes, attach appropriate CIP form(s). Include justification for mid-year amendment.</p>
Contract / Agreement Approval?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Attachment & Explanation: If yes, attach the Contract / Agreement and name of Department (and contact name) that will provide oversight. Indicate if negotiations are on-going and with whom. Has OGC reviewed / drafted? Hold Harmless Covenant form approved by OGC.</p> <div style="border: 1px solid black; height: 60px; width: 100%;"></div>
Related RC/BT?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Waiver of Code?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Code Reference: If yes, identify code section(s) in box below and provide detailed explanation (including impacts) within white paper.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Code Exception?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Code Reference: If yes, identify code in box below and provide detailed explanation (including impacts) within white paper.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Related Enacted Ordinances?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Code Reference: If yes, identify related code section(s) and ordinance reference number in the box below and provide detailed explanation and any changes necessary within white paper.</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>

ACTION ITEMS CONTINUED: Purpose / Check List. If "Yes" please provide detail by attaching justification, and code provisions for each.

ACTION ITEMS:

	Yes	No
Continuation of Grant?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation: How will the funds be used? Does the funding require a match? Is the funding for a specific time frame and/or multi-year? If multi-year, note year of grant? Are there long-term implications for the General Fund?

Surplus Property Certification?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reporting Requirements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Attachment: If yes, attach appropriate form(s).

Explanation: List agencies (including City Council / Auditor) to receive reports and frequency of reports, including when reports are due. Provide Department (include contact name and telephone number) responsible for

Division Chief: Renee Hunter 
(signature)

Date: 3/12/2020

Prepared By: R. J. Morris 
(signature)

Date: 3/12/2020

ADMINISTRATIVE TRANSMITTAL

To: MBRC, c/o Roselyn Chall, Budget Office, St. James Suite 325

Thru: John P. Pappas, Director, Public Works Department

(Name, Job Title, Department)

Phone: 255-8748

E-mail: pappas@coj.net

From: Renee Hunter, Chief, Real Estate Division

Initiating Department Representative (Name, Job Title, Department)

Phone: 255-8234

E-mail: reneeH@coj.net

Primary Contact: RJ Morris, Real Estate and Leasing Manager, Real Estate Division

(Name, Job Title, Department)

Phone: 255-8705

E-mail: rmorris@coj.net

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor

904-630-1825 E-mail: JElsbury@coj.net

COUNCIL MEMBER / INDEPENDENT AGENCY / CONSTITUTIONAL OFFICER TRANSMITTAL

To: Peggy Sidman, Office of General Counsel, St. James Suite 480

Phone: 904-630-4647

E-mail: psidman@coj.net

From:

Initiating Council Member / Independent Agency / Constitutional Officer

Phone: _____

E-mail: _____

Primary

Contact: _____
(Name, Job Title, Department)

Phone: _____

E-mail: _____

CC: Jordan Elsbury, Director of Intergovernmental Affairs, Office of the Mayor

904-630-1825 E-mail: JElsbury@coj.net

Legislation from Independent Agencies requires a resolution from the Independent Agency Board approving the legislation.

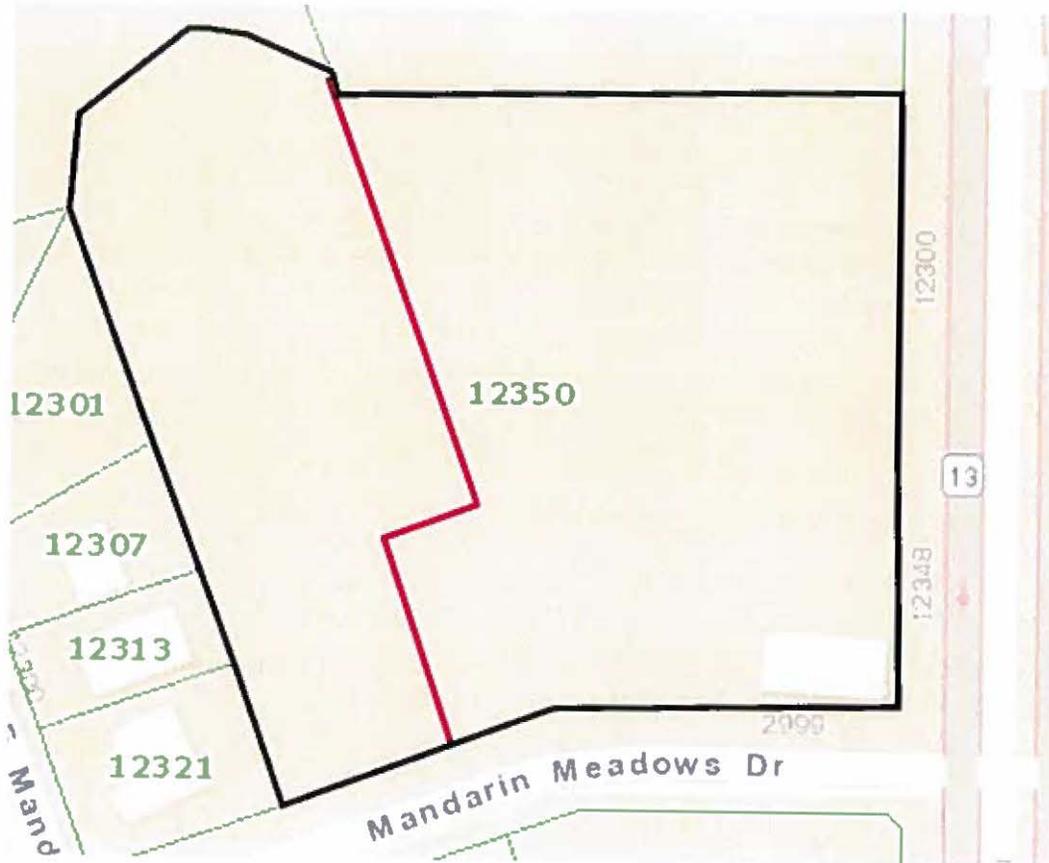
Independent Agency Action Item: Yes No

Boards Action / Resolution?

Attachment: If yes, attach appropriate documentation. If no, when is board action scheduled?

FACT SHEET IS REQUIRED BEFORE LEGISLATION IS INTRODUCED

MANDARIN MEADOWS ESMT SKETCHES



HOLD HARMLESS COVENANT

This **Hold Harmless Covenant** is hereby granted this _____ day of _____, 2020, by **VC MANDARIN SENIOR HOUSING, LTD.**, whose address is 12350 San Jose Boulevard, Jacksonville, Florida 32223 (Grantor) in favor of the **CITY OF JACKSONVILLE**, a Municipal Corporation, whose mailing address is 117 Duval Street West, Jacksonville, FL 32202 (City).

IN CONSIDERATION for the closure and/or abandonment, by **CITY ORDINANCE** _____, a copy of which is attached hereto and incorporated by reference, located at Mandarin Meadows Unit No. 2 in Council District 6 and established in the Official Public Records of Duval County, Florida at Plat Book 29, Page 67.

VC MANDARIN SENIOR HOUSING, LTD., the Applicant and Grantor, its successors and assigns, holds harmless, indemnifies, and will defend **CITY OF JACKSONVILLE**, its members, officials, officers, employees, and agents against any claim, action, loss, damage, injury, liability, cost and expense of whatever kind or nature (including, but not by way of limitation, attorney fees and court costs) arising out of injury (whether mental or corporeal) to persons, including death, or damage to property, arising out of or incidental to the use of the abandoned right-of-way areas, more particularly described in **Exhibit "A,"** attached hereto, including but not limited to such injuries or damages resulting from flooding or erosion. This **Hold Harmless Covenant** shall run with the real property described in **Exhibit "A."** The adjacent property owner(s) who acquire the property as a result of the abandonment shall be responsible for maintaining the property.

**Signed and Sealed
in Our Presence:**

**GRANTOR:
VC MANDARIN SENIOR HOUSING, LTD.**

(Sign) _____

(Sign) _____

(Print) _____

(Print) _____
Its Managing Member

(Sign) _____

(Print) _____

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing was acknowledged before me this _____ day of _____, 2020 by _____, Managing Member, on behalf of **VC MANDARIN SENIOR HOUSING, LTD.** Such person is personally known to me or produced _____ as _____ identification.

**NOTARY PUBLIC
State of Florida**

Item 22

Property Appraiser

Cap

Activity	114 FY21	114 FY20	115 FY19
Administration	14	13	13
Commercial	13	13	13
Field Operations	27	27	27
Land Records	12	13	15
Personal Records	10	10	10
Residential	18	18	18
Records Management	20	20	19

Notes:

The FY20 funding for enhanced aerial's of \$200,000 funded by Stormwater has been removed.

In order to help reduce the General Fund - GSD contribution, the contingency of \$150,926 has been removed.

Property Appraiser's Budgetary Comparison

Revenue	FY 19-20 Approved	FY 20-21 Proposed	Increase (Decrease)
Charges for Services	394,226	414,944	20,718
Miscellaneous Revenue	2,500	2,000	(500)
Transfers from Fund Balance	171,528	150,926	(20,602)
Transfers From Other Funds			
General Fund - GSD	11,159,842	11,020,150	(139,692)
Stormwater Services	200,000	0	(200,000)
Total Revenue	11,928,096	11,588,020	(340,076)

Expenditures	FY 19-20 Approved	FY 20-21 Proposed	Increase / (Decrease)
Salaries	6,338,095	6,210,492	(127,603)
Salary & Benefit Lapse	(136,419)	(138,207)	(1,788) *
Pension Costs	1,487,592	1,541,811	54,219 *
Employer Provided Benefits	1,151,997	1,194,859	42,862
Internal Service Charges	1,530,085	1,530,085	0 *
Insurance Costs and Premiums	30,633	30,633	0 *
Professional and Contractual Services	648,190	474,238	(173,952)
Other Operating Expenses	726,996	744,108	17,112
Capital Outlay	1	1	0
Contingencies	150,926	0	(150,926)
Total Expenditures	11,928,096	11,588,020	(340,076)

* Certain Internal service charges and certain employer provided benefits for FY 20-21 have not been determined yet and have been left at the FY 19-20 levels.

Budgetary Comparison - Expenditures
By Account

Account	Title	FY 19-20 Approved	FY 20-21 Proposed	Change
512010	Permanent and Probationary Salaries	6,109,640	5,996,562	(113,078)
513060	Salaries Part Time	73,924	76,397	2,473
513070	Salary and Benefit Lapse	(136,419)	(138,207)	(1,788)
515010	Special Pay	61,900	55,500	(6,400)
515030	Leave Sellback	24,373	24,373	0
515110	Special Pay - Pensionable	68,258	57,660	(10,598)
521010	Payroll Taxes FICA	18,419	18,374	(45)
521020	Medicare Tax	87,562	88,841	1,279
522010	Pension Contribution	212,975	212,975	0
522011	GEPP DB Unfunded Liability	952,003	952,003	0
522040	FRS Pension ER Contribution	79,936	81,579	1,643
522070	Disability Trust Fund-ER	17,561	17,173	(388)
522130	GEPP Defined Contribution DC-ER	225,117	278,081	52,964
523010	Group Dental Plan		16,850	16,850
523030	Group Life Insurance	21,384	20,712	(672)
523040	Group Hospitalization Insurance	909,905	935,355	25,450
524001	City Employees Worker's Compensation	114,727	114,727	0
Personnel Expense Totals:		8,841,265	8,808,955	(32,310)
531090	Other Professional Services	568,190	381,784	(186,406)
531180	Software Hosting Services	80,000	92,454	12,454
540010	Auto Allowance	6,000	6,000	0
540020	Travel Expense	29,840	29,230	(610)
542001	Postage	237,125	237,125	0
545020	General Liability Insurance	30,633	30,633	0
546030	Repairs and Maintenance	780	780	0
546620	Hardware-Software Maintenance & Licenses	291,252	309,218	17,966
547210	Printing and Binding Commercial	76,625	76,625	0
548010	Advertising and Promotion	1,200	1,200	0
549040	Miscellaneous Services & Charges	19,250	18,650	(600)
549505	ISA-Building Cost Allocation - Yates	274,346	274,346	0
549510	ISA-Computer Sys Maint&Security	753,559	753,559	0
549511	ISA-Copier Consolidation	31,941	31,941	0
549512	ISA-Copy Center	6,053	6,053	0
549516	ISA-Ergonomic Assessment&Equipment	901	901	0
549518	ISA-Fleet Part, Oil&Gas	55,534	55,534	0
549519	ISA-Fleet Repairs, Sublet and Rentals	56,763	56,763	0
549521	ISA-Fleet Vehicle Replacement	66,002	66,002	0
549527	ISA-ITD Replacements	136,154	136,154	0
549529	ISA-Mailroom Charge	1,009	1,009	0
549532	ISA-OGC Legal	147,823	147,823	0
551010	Office Supplies - Other	11,000	10,000	(1,000)
552160	Other Operating Supplies	9,924	10,824	900
554001	Dues and Subscriptions	21,270	21,726	456
555001	Employee Training Expenses	22,730	22,730	0
564030	Office Equipment	1	1	0
599100	Contingency	150,926	0	(150,926)
Total Expenditures		11,928,096	11,588,020	(340,076)

* Certain Internal service charges and certain employer provided benefits for FY 20-21 have not been determined yet and have been left at the FY 19-20 levels.

REPORTS ARE TO BE USED TO VERIFY CURRENT POSITIONS, SALARY AND SPECIAL PAY. THEY DO NOT REFLECT ANY BUDGET CHANGES OR NECESSARY ADJUSTMENTS.

Subfund: 015 PROPERTY APPRAISER Jobcode Detail by Indexcode
 Department: PA PROPERTY APPRAISER
 Division: PAAD ADMINISTRATION FY 2020-2021
 Indexcode: PAAD015 PROPERTY APPRAISER ADMINISTRATION

00191-810001-000000-00000000-00000-000000
 (Subfund-Center-Project-Activity-Interfund-Future)

Jobcode	Jobcode Title	Filled	Vacant	FTE Count	Salary		
04313	CHIEF FINANCIAL OFFICER - PA	1.00	0.00	1.00	83,000		
04655	INFORMATION SYSTEMS DIRECTOR-PA	1.00	0.00	1.00	86,000		
04670	DEVELOPER - PA	0.00	1.00	1.00	59,945		
04720	GIS ANALYST - PA	1.00	0.00	1.00	53,859		
04781	PROGRAMMER - PA	1.00	0.00	1.00	61,200		
04797	GIS MANAGER - PA	1.00	0.00	1.00	77,000		
04825	CAMA SYSTEMS SPECIALIST	1.00	0.00	1.00	54,000		
04832	EXECUTIVE ASSISTANT-PA	1.00	0.00	1.00	55,000		
04846	TAX ROLL MANAGER-PA	1.00	0.00	1.00	68,000		
04856	SENIOR RECORDS APPRAISAL SPECIALIST - PA	1.00	0.00	1.00	49,000		
04866	CHIEF APPRAISER-PA	1.00	0.00	1.00	124,000		
04868	ADMINISTRATION COORDINATOR-PA	1.00	0.00	1.00	44,000		
04870	CAMA SYSTEM MANAGER-PA	1.00	0.00	1.00	64,500		
07015	PROPERTY APPRAISER	1.00	0.00	1.00	167,100		
PAAD015							
Part Time Hours:	2,080	Part Time Dollars:	\$49,140	13	1	14	1,046,604

REPORTS ARE TO BE USED TO VERIFY CURRENT POSITIONS, SALARY AND SPECIAL PAY. THEY DO NOT REFLECT ANY BUDGET CHANGES OR NECESSARY ADJUSTMENTS.

Subfund: 015 PROPERTY APPRAISER
 Department: PA PROPERTY APPRAISER
 Division: PACM COMMERCIAL
 Indexcode: PACM015 PROPERTY APPRAISER COMMERCIAL

Jobcode Detail by Indexcode
 FY 2020-2021

00191-810002-000000-00000000-00000-0000000
 (Subfund-Center-Project-Activity-Interfund-Future)

Jobcode	Jobcode Title	Filled	Vacant	FTE Count	Salary	
04820	ADMINISTRATIVE SPECIALIST-PA	1.00	0.00	1.00	46,300	
04826	COMMERCIAL APPRAISER-PA	7.00	1.00	8.00	461,062	
04839	RESEARCH ASSISTANT-PA	1.00	0.00	1.00	57,300	
04854	GROUP MANAGER-PA	2.00	0.00	2.00	172,900	
04857	COMMERCIAL APPRAISAL DIVISION CHIEF-PA	0.00	1.00	1.00	93,638	
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PACM015						
	Part Time Hours:	Part Time Dollars:	11	2	13	831,200

REPORTS ARE TO BE USED TO VERIFY CURRENT POSITIONS, SALARY AND SPECIAL PAY. THEY DO NOT REFLECT ANY BUDGET CHANGES OR NECESSARY ADJUSTMENTS.

Subfund: 015 PROPERTY APPRAISER
 Department: PA PROPERTY APPRAISER
 Division: PAFD FIELD OPS
 Indexcode: PAFD015 PROPERTY APPRAISER FIELD OPS

Jobcode Detail by Indexcode
 FY 2020-2021

00191-810003-000000-00000000-000000-00000000
 (Subfund-Center-Project-Activity-Interfund-Future)

Jobcode	Jobcode Title	Filled	Vacant	FTE Count	Salary	
04796	ADMINISTRATIVE SUPERVISOR-PA	1.00	0.00	1.00	46,500	
04820	ADMINISTRATIVE SPECIALIST-PA	1.00	0.00	1.00	44,000	
04822	APPRAISAL ASSISTANT-PA	3.00	1.00	4.00	140,478	
04833	FIELD EVALUATOR - PA	15.00	2.00	17.00	680,300	
04855	FIELD SUPERVISOR-PA	3.00	0.00	3.00	172,000	
04860	FIELD OPERATIONS DIVISION CHIEF-PA	1.00	0.00	1.00	83,000	
<hr/>						
PAFD015						
	Part Time Hours:	Part Time Dollars:	24	3	27	1,166,279

REPORTS ARE TO BE USED TO VERIFY CURRENT POSITIONS, SALARY AND SPECIAL PAY. THEY DO NOT REFLECT ANY BUDGET CHANGES OR NECESSARY ADJUSTMENTS.

Subfund: 015 PROPERTY APPRAISER
 Department: PA PROPERTY APPRAISER
 Division: PALR LAND RECORDS
 Indexcode: PALR015 PROPERTY APPRAISER LAND RECORDS

Jobcode Detail by Indexcode
 FY 2020-2021

00191-810004-000000-00000000-000000-00000000
 (Subfund-Center-Project-Activity-Interfund-Future)

Jobcode	Jobcode Title	Filled	Vacant	FTE Count	Salary		
04820	ADMINISTRATIVE SPECIALIST-PA	1.00	0.00	1.00	41,500		
04824	CADASTRALIST-PA	1.00	0.00	1.00	42,661		
04836	LAND RECORDS SUPERVISOR-PA	2.00	0.00	2.00	129,500		
04838	RECORDS ANALYST-PA	2.00	0.00	2.00	76,500		
04842	SENIOR CADASTRALIST-PA	5.00	0.00	5.00	247,529		
04865	LAND RECORDS DIVISION CHIEF-PA	1.00	0.00	1.00	78,000		
<hr/>							
PALR015							
Part Time Hours:	2,080	Part Time Dollars:	\$27,257	12	0	12	615,690

REPORTS ARE TO BE USED TO VERIFY CURRENT POSITIONS, SALARY AND SPECIAL PAY. THEY DO NOT REFLECT ANY BUDGET CHANGES OR NECESSARY ADJUSTMENTS.

Subfund: 015 PROPERTY APPRAISER
 Department: PA PROPERTY APPRAISER
 Division: PAPR PERSONAL RECORDS
 Indexcode: PAPR015 PROPERTY APPRAISER PERSONAL RECORDS

Jobcode Detail by Indexcode
 FY 2020-2021

00191-810005-000000-00000000-000000-00000000
 (Subfund-Center-Project-Activity-Interfund-Future)

Jobcode	Jobcode Title	Filled	Vacant	FTE Count	Salary	
04758	TANGIBLE MANAGER-PA	1.00	0.00	1.00	55,000	
04820	ADMINISTRATIVE SPECIALIST-PA	1.00	0.00	1.00	39,750	
04847	TANGIBLE PERSONAL PROPERTY APPRAISER-PA	5.00	0.00	5.00	224,000	
04848	TANGIBLE PERSONAL PROPERTY DATA COLLECTO	2.00	0.00	2.00	75,000	
04863	TANGIBLE PERSONAL PROPERTY DIVISION CHIE	1.00	0.00	1.00	77,000	
PAPR015						
	Part Time Hours:	Part Time Dollars:	10	0	10	470,750

REPORTS ARE TO BE USED TO VERIFY CURRENT POSITIONS, SALARY AND SPECIAL PAY. THEY DO NOT REFLECT ANY BUDGET CHANGES OR NECESSARY ADJUSTMENTS.

Subfund: 015 PROPERTY APPRAISER
 Department: PA PROPERTY APPRAISER
 Division: PARE RESIDENTIAL
 Indexcode: PARE015 PROPERTY APPRAISER RESIDENTIAL

Jobcode Detail by Indexcode
 FY 2020-2021

00191-810006-000000-00000000-000000-00000000
 (Subfund-Center-Project-Activity-Interfund-Future)

Jobcode	Jobcode Title	Filled	Vacant	FTE Count	Salary	
04820	ADMINISTRATIVE SPECIALIST-PA	1.00	0.00	1.00	45,200	
04821	AGRICULTURE APPRAISER-PA	1.00	0.00	1.00	60,000	
04828	CONDOMINIUM APPRAISER-PA	1.00	0.00	1.00	58,100	
04840	RESIDENTIAL APPRAISAL MANAGER-PA	2.00	0.00	2.00	139,300	
04841	RESIDENTIAL APPRAISER-PA	11.00	1.00	12.00	590,387	
04862	RESIDENTIAL APPRAISAL DIVISION CHIEF-PA	1.00	0.00	1.00	106,500	
<hr/>						
PARE015						
	Part Time Hours:	Part Time Dollars:	17	1	18	999,487

REPORTS ARE TO BE USED TO VERIFY CURRENT POSITIONS, SALARY AND SPECIAL PAY. THEY DO NOT REFLECT ANY BUDGET CHANGES OR NECESSARY ADJUSTMENTS.

Subfund: 015 PROPERTY APPRAISER
 Department: PA PROPERTY APPRAISER
 Division: PARM RECORDS MANAGEMENT
 Indexcode: PARM015 PROPERTY APPRAISER RECORDS MANAGEMENT

Jobcode Detail by Indexcode
 FY 2020-2021

00191-810007-000000-00000000-00000-0000000
 (Subfund-Center-Project-Activity-Interfund-Future)

Jobcode	Jobcode Title	Filled	Vacant	FTE Count	Salary	
04653	COMPLIANCE SUPERVISOR - PA	1.00	0.00	1.00	49,000	
04799	TANGIBLE ASSISTANT - PA	0.00	1.00	1.00	31,578	
04829	CUSTOMER SERVICE SPECIALIST-PA	5.00	1.00	6.00	210,473	
04830	CUSTOMER SERVICE SUPERVISOR-PA	1.00	0.00	1.00	54,500	
04850	COMPLIANCE SPECIALIST - PA	3.00	0.00	3.00	119,000	
04851	SENIOR COMPLIANCE SPECIALIST - PA	4.00	0.00	4.00	173,500	
04858	CUSTOMER SERVICE DIVISION CHIEF-PA	1.00	0.00	1.00	90,000	
04864	SENIOR CUSTOMER SERVICE SPECIALIST-PA	3.00	0.00	3.00	138,500	
<hr/>						
PARM015						
Part Time Hours:	1,248	Part Time Dollars:	18	2	20	866,552