

R E S O L U T I O N 77-177

WHEREAS, the Nassau County Board of County Commissioners, herein called the "Applicant", after thorough consideration of the problem and available data, has hereby determined that the project described below is in the best interests of the general public:

To improve the communications system of the Nassau County Sheriff's Office. The procurement of a command and control console will in fact improve that system by centralizing all radio frequencies and telephone communications for improved and rapid dispatching. The Nassau County Sheriff's Office will be the Implementing Agency.

WHEREAS, under the terms of Public Law 90-351 as amended, the United States of America has authorized the Law Enforcement Assistance Administration, through the Florida Bureau of Criminal Justice Planning and Assistance, to make Federal Grants to assist local governments in the improvement of criminal justice; and

WHEREAS, the Applicant has examined and duly considered such Act and the Applicant considers it to be in the public interest and to its benefit to file an application under said Act and to authorize other action in connection therewith;

NOW, THEREFORE, BE IT RESOLVED by the Nassau County Board of County Commissioners, in open meeting assembled in the City of Fernandina Beach, Florida, this 24th day of May 1977, as follows:

1. That the project generally described above is in the best interests of the Applicant and the general public.

2. That John F. Armstrong, Sr., Chairman of the Nassau County Commission, be hereby authorized to file in behalf of the Applicant an application in the form prescribed by the Florida Bureau of Criminal Justice Planning and Assistance

in conformity with said Act, for a grant to be made to the applicant to assist in defraying the cost of the project generally described above.

3. That if such grant be made, the Applicant shall provide or make necessary arrangements to provide such funds and/or in-kind contributions in addition to the grant as may be required by the Act to defray the cost of the project generally described above.

4. That the Applicant is aware that at least fifty(50) percent of the minimum required non-federal cost of the project be appropriated cash and that such funds designated as local hard cash contributions in all related project budget schedules that are to be provided by the Applicant are hereby appropriated new funds for Criminal Justice use for the express purpose of matching the LEAA funds.

5. That John F. Armstrong, Sr., Chairman of the Nassau County Commission, is hereby authorized to furnish such information and take such other action as may be necessary to enable the Applicant to qualify for said grant.

6. That the Official designated in the preceding paragraph is hereby designated as the authorized representative of the Applicant for the purpose of furnishing to the Florida Bureau of Criminal Justice Planning and Assistance such information, data and documents pertaining to the application for said grant as may be required and otherwise to act as the authorized representative of the Applicant in connection with this application.

7. That certified copies of this resolution be included as part of the application for said grant to be submitted to the Florida Bureau of Criminal Justice Planning and Assistance.

8. That if such grant be made, the Applicant or Official designated in paragraph 4 above shall maintain such records necessary and furnish such information, data and documents as required by the Florida Bureau of Criminal Justice Planning and Assistance to support the implementation of the project generally described above.

9. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting.

Nassau County Board
of County Commissioners

By John F. Armstrong Sr.

Date: May 24, 1977

ATTEST:

By Booley

State of Florida
 Department of Administration
 Division of State Planning
**BUREAU OF CRIMINAL JUSTICE
 PLANNING & ASSISTANCE**

**SUBGRANT APPLICATION
 FOR
 LEAA FUNDS**

Project No. _____ CJ Seg. _____
 Date Received _____
 FY _____ PART B 40% _____ PART C 75%
 _____ PART E _____ SPC
 For BCJPA Use Only

PART I. GENERAL ADMINISTRATIVE INFORMATION*

1. Project Title: Communications Improvement Project - Nassau County
2. Funding Category: Part "B" Part "C" Part "E" Other
3. Program and Subprogram Area in which Application is Made: PO-5
4. Type of Application: Original Revision Continuation of Grant No. _____
5. Anticipated Subgrant Period: July 1, 1977 through June 30, 1978
6. Date Application Submitted to SPA: _____
7. Name of Clearinghouse(s) Application Submitted: Jacksonville Area Planning Board
8. Date(s) Submitted to Clearinghouse(s): May 6, 1977
9. LEAA Support Sought: \$ 3,000 Matching Share: \$ 500 Total Budget: \$ 3,500
 FY 77 LEAA Funds

10. Applicant: Nassau County Board of
 County Commissioners
 Nassau County Courthouse
 Fernandina Beach, Florida 32034

11. Chief Financial Officer:
The Honorable Dean O. Oxley
 Clerk of Circuit Court
 Nassau County Courthouse

Signature and Title

Signature and Title

12. Implementing Agency:
Nassau County
 Sheriff's Office
 P. O. Box 744
 Fernandina Beach, Florida 32034

13. Project Director:
Mr. Robert Moore, Chief Deputy
 Nassau County Sheriff's Office
 Fernandina Beach, Florida 32034

14. Project Summary -- Summarize in approximately 200 words, the most important parts of the description of the project plan presented in Part II.

Objective of this project is to improve the communications system of the Nassau County Sheriff's Office. The procurement of a command and control console will in fact improve that system by centralizing all radio frequencies and telephone communications for improved and rapid dispatching. Deputy Sheriff Bobby Moore will be the Project Director. The Nassau County Sheriff's Office will be the Implementing Agency.

*See Instruction Manual, Section 1, Page 1, for instructions on completing this section.

This public document was promulgated at an annual cost of \$.46 per copy for the purpose of informing prospective LEAA subgrantees of actions and policies of the Bureau of Criminal Justice Planning and Assistance, 620 South Meridian, Tallahassee, Florida 32301

SUBGRANT APPLICATION

Project Plan & Supporting Data

SUPERSEDES: Effective Date
Section N/A Page N/A

Approved By: L. Kenneth Ireland, Jr., Secretary
Approval Date: April, 1974

PART II. PROJECT PLAN AND SUPPORTING DATA*

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

- A. STATEMENT OF THE PROBLEM
- B. MEASURABLE OBJECTIVES
- C. EVALUATION
- D. PROCEDURES AND TIMETABLE
- E. RESOURCES

All of these topics are interrelated and should be written to reflect that fact. Clearly define a manageable but significant problem and document the need for this particular project. State measurable objectives which, if met, will have the projected effect on the problem stated. Develop a plan for assessing the extent to which the project has met its stated objectives. Organize procedures and allocate resources in a manner that is realistic and compatible with the objectives of the project.

Start below and use continuation pages as necessary.

A. Statement of the Problem

Crime in Nassau County has been rising significantly. The Florida UCR Reports show statistics as follow:

	<u>1972</u>	<u>1976</u>	<u>% Change</u>
Crime Index	266	1,027	386
Crime Rate	1,222.8	3,360.3	275

In view of the increase in the crime index and crime rate, the Nassau County Sheriff's Office has a need for continually upgrading its capability and equipment in order for striving for maximum efficiency in controlling crime in that county.

The Nassau County Sheriff's Office dispatch center is cluttered with widely separated remote control units. Radio units and telephone units need to be replaced with a command and control console, which console thus would centralize all radio frequencies and telephone communications for improved and more rapid dispatching.

B. Measurable Objective

To purchase, install, and operate a single command and control console.

* See Instruction Manual, Section II, Pages 1 through 4, for instructions on completing this section.

C. Evaluation

The objective of this project will be measured by using the quantified term of the measurable objective as a standard. Thus, as equipment specified in the measurable objective is procured, received, installed, placed in operation, and operating satisfactorily, then the objective will be considered met.

D. Procedures and Timetable

Project will be conducted in two stages as reflected in the timetable following this narrative.

1. First Phase. Procurement of equipment.

- a. Drafting of Specifications. State's Division of Communications will prepare specifications for the command and control console.
- b. Advertising of Bids. The Clerk of Circuit Court in Nassau County, or his designee, will be responsible for advertising bids for the command and control console.
- c. Award. The award will go to a vendor who meets the requirements stated in the specifications drawn up by State's Division of Communications.

2. Second Phase. Installation.

- a. Receipting. Project Director will be responsible for receipting for the command and control console and all accessories attached thereto.
- b. Installation. Project Director will insure that the base station is installed in the manner prescribed for in the specifications.
- c. Evaluation. Project Director will evaluate the equipment in an operating state to insure satisfactory performance. Project Director also will compile data regarding the delivery of police services prior to and after the command and control console is in operation. Date will be included in quarterly progress reports and in a final (close-out) report.

3. Timetable.

First Phase

Drafting Specs.
Advertising for bids
Award

Second Phase

Receipting
Installation
Evaluation

E. Resources

1. Implementing Agency

The Nassau County Sheriff's Office will be the implementing agency and hence will be responsible for providing any additional resources not specifically identified in the subgrant application, which resources may be required for successful project implementation.

The Nassau County Sheriff's Office has an elected sheriff, 25 certified sworn officers. Two are full-time Investigators. The department serves an unincorporated (county) area inhabited by 21,254. Communications dispatch is conducted on a 24-hour basis. The system is a repeater (duplexer) arrangement.

2. Project Director

Chief Deputy Robert Moore will be the Project Director. A biographic description of the Project Director follows:

Law Enforcement Background:

Police Officer with the City of Fernandina Beach from October 1961 through December 1968

Chief Jailor and Communications Officer with the Nassau County Sheriff Department from January 1969 until October 1976.

Chief Deputy of Nassau County Sheriff Department from

Law Enforcement Education: October 1976 to date.
January 1962 - December 1963 - 120 hours Course Basic Police Subj.
May 1964-December 1968 - 240 hours accumulated in related Police Subjects
March 1969 - 40 hour course Chemical Test for Intoxication
May 1969 - 200 hours course in related police subjects

(Over)

September 1962 - August 1976 - 500 hours of Instruction in Self Defense.

Currently hold Instructor Certificate #1483 from Police Standards Council in Block #9

Police Self Defense and related subjects

November 1976 - February 1977

Completed basic 320 hour course as prescribed by Police Standards Council.

Misc. Courses

8 hours in Riot Control

28 hours refresher in Chemical Test for Intoxication

12 hours in operation of Teletype communications.

(over)

Military Service:

U.S. Marine Corps
January 20, 1954 until December 20, 1957 Active Duty
December 20, 1957 - December 19, 1962 Marine Corps Reserve
January 19, 1962 received Honorable Discharge

Other:

Past President Fraternal Order of Police Lodge #65

3. Participating Agency

Clerk of the Circuit Court in Nassau County will take charge of all accounting and procurement responsibilities, once the project is approved and the grant is awarded by the Bureau of Criminal Justice Planning and Assistance. He will be responsible for insuring that required financial reports are completed and submitted to the Bureau of Criminal Justice Planning and Assistance.

SUBGRANT APPLICATION

SUPERSEDES: Effective Date
 Section N/A Page N/A

Approved By: Lt. Gov. J. H. "Jim" Williams, Secretary
 Approval Date: April, 1975

1. Budget Summary for Subgrant Period (Totals to be brought forward from supporting schedules):

COST CATEGORY	LEAA SHARE	Non-Federal Share		TOTAL BUDGET
		STATE GEN. REVENUE	LOCAL HARD CASH	
Personnel				
Professional (Including Contractual and Consultant) Services				
Travel				
Equipment	3,000	167	333	3,500
Construction				
Other Operating Expenses				
Indirect Costs				
TOTAL COSTS	3,000	167	333	3,500

Funding Ratio:			
LEAA		\$ 3,000	85.7 %
State General Revenue		167	4.8 %
	Appropriation No.		
L Local Hard Cash		333	9.5 %
	Appropriation No.		
Total Project Costs		\$ 3,500	100 %

2. Estimates for Future LEAA support to be requested:

Time Period: _____ \$ _____
 _____ \$ _____

3. Monies awarded for Project Activities in prior years of Funding:

Time Period _____ Grant Number: _____ LEAA Funds: _____ Matching: _____

4. (Circle One) There ARE / ARE NOT Other Fund Sources:

Source: _____ Time Period: _____ Amount: _____

* See Instruction Manual, Section III, Page 4 for instructions on completing this schedule.

Number of Units	(1) Description	Unit Cost	Total Cost	Federal Share	Non-Federal Share	
					State General Revenue	Local Hard Cash
1	Command and control console, 8 channel capability, tone coded squelch, standard accessories, one year's maintenance, and installation	3,500	3,500	300	167	333
Total Equipment Costs			3,500	300	167	333

*See Instruction Manual, Section III, Page 7, for instructions on completing this schedule.

STATE OF FLORIDA DEPARTMENT OF ADMINISTRATION DIVISION OF STATE PLANNING BUREAU OF CRIMINAL JUSTICE PLANNING AND ASSISTANCE SUBGRANT APPLICATION	Part III Page 9 Budget Exhibit I Budget Narrative*
SUPERSEDES: Effective Date Section N/A Page N/A	Approved By: L. Kenneth Ireland, Jr., Secretary Approval Date: April, 1974

PART III. BUDGET EXHIBIT I - BUDGET NARRATIVE*

Start Below and Use Continuation Pages as Necessary.

Equipment Cost - Schedule E

One command and control console will be procured, by bidding procedure, and substituted for remote control desks and, consequently, will centralize all radio frequencies and telephone communications for improved and more rapid dispatching.

Total:	\$3,000	LEAA
	167	State
	333	Local

* See Instruction Manual, Section III, Page 10, for instructions on completing this form.

SUBGRANT APPLICATION

Budget Exhibit II
Fiscal Questionnaire*

SUPERSEDES:

Effective Date

Section N/A

Page N/A

Approved By: L. Kenneth Ireland, Jr., Secretary

Approval Date: April, 1974

PART III. BUDGET EXHIBIT II - FISCAL QUESTIONNAIRE*

Start Below and Use Continuation Pages as Necessary.

1. Hard Cash Match Requirement. This requirement will be met by appropriation of funds (\$333.00) from the General Fund of Nassau County.
2. Special Matching on Personnel Compensation.
3. Pro Rata Salary Requirement. N/A.
4. Matching Contributions. This requirement will be met with a local cash match which will amount to \$333.00. The State will also provide a 4.8 percent match.
5. Other Income. N/A.
6. Rental of Buildings. N/A.

*See Instruction Manual, Section III, Page 10, for instructions on completing this form.

STATE OF FLORIDA
DEPARTMENT OF ADMINISTRATION
DIVISION OF STATE PLANNING
BUREAU OF CRIMINAL JUSTICE PLANNING
AND ASSISTANCE

Part IV

Page 1

Compliance/Administrative
Exhibit A
Subgrantee Resolution

SUBGRANT APPLICATION

SUPERSEDES:

Effective Date

Section

N/A

Page

N/A

Approved By: L. Kenneth Ireland, Jr., Secretary

Approval Date: April, 1974

If the subgrantee is not a state agency, a "Resolution" from the governing board is required. A sample is included in the Instruction Manual.

A certified copy of the signed Resolution should be attached in place of this form and labeled EXHIBIT A in the original of the application.

A copy of the certified Resolution should be attached to each copy of the subgrant application.

SUBGRANT APPLICATION

SUPERSEDES: Effective Date
Section N/A Page N/A

Approved By: L. Kenneth Ireland, Jr., Secretary
Approval Date: April, 1974

The applicant understands and agrees to the following conditions applicable to the administration of grants under Part B, Part C and Part E of Title I, P.L. 90-351, as amended by Title I, P.L. 91-644: and P. L. 93 - 83:

1. **Reports.** The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the BCJPA may reasonably require, including monthly financial reports, quarterly progress reports and final financial and narrative reports.

2. **Copyrights and Rights in Data.** Where activities supported by this grant produce original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer program includes executable computer programs and supporting data in any form), the BCJPA has the right to use, duplicate and disclose, in whole or in part, in any manner for any purpose whatsoever and have others do so. If the material is copyrightable, the subgrantee may copyright such, and the BCJPA reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish, and use such materials, in whole or in part and to authorize others to do so.

3. **Patents.** If any discovery or invention arises or is developed in the course of or as a result of work performed under this grant, the subgrantee shall refer the discovery or invention to LEAA through the BCJPA. The subgrantee hereby agrees that determinations of rights to inventions made under this grant shall be made by the LEAA, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions, including title to and license rights under any patent application or patent which may issue thereon. The determination of the LEAA shall be accepted as final. In addition, the subgrantee hereby agrees and otherwise recognizes that the government shall acquire at least an irrevocable non-exclusive royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this grant. The subgrantee shall include provisions appropriate to effectuate the purposes of this condition in all contracts of employment, consultant's agreements or contracts.

4. **Discrimination Prohibited.** No person shall, on the grounds of race, creed, color or national origin, be

excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under grants awarded pursuant to P.L. 90-351 as amended by P.L. 91-644 or any project, program, activity, or subgrant supported by such grants. Subgrantees must comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964 and regulations issued by the Department of Justice thereunder as a condition of award of Federal funds and continued grant support. Subgrantees further must comply with the Justice Department's equal employment opportunity regulation in Federally assisted programs, to the end that discrimination in employment practices of State planning agencies, law enforcement agencies and other agencies or offices administering, conducting, or participating in any program or activity receiving Federal financial assistance, on the grounds of race, color, creed, or national origin, be eliminated. This grant condition shall not be interpreted to require the imposition in State plans or planning agency subgrant programs of any percentage ratio, quota system, or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency. The United States reserves to itself the right to seek judicial enforcement to insure compliance with the foregoing conditions prohibiting discrimination.

Subgrantee makes assurance that the implementing criminal justice agency has and/or will formulate an equal employment opportunity program in accordance with 28 CFR 42.301, et seq., Subpart E, and that it is on file held by the subgrantee or agency thereof, for review or audit by officials of the BCJPA and/or the LEAA, as required by relevant laws and regulations, or that, in conformity with the terms and conditions of cited regulation no equal employment opportunity programs are required to be filed by subgrantee jurisdiction.

5. **Termination of Aid.** This subgrant may be terminated or fund payments discontinued by BCJPA where it finds a substantial failure to comply with the provisions of P.L. 90-351 or regulations promulgated thereunder, including these grant conditions or application obligations, but only after notice and hearing and pursuant to all procedures set forth in Sections 510 and 511 of P.L. 90-351.

SUBGRANT APPLICATION

SUPERSEDES: Effective Date
Section **N/A** Page **N/A**

Approved By: L. Kenneth Ireland, Jr., Secretary
Approval Date: April, 1974

6. Responsibility of Subgrantee. The subgrantee must establish fiscal control and fund accounting procedures which assure proper disbursement of and accounting for, grant funds and required non-federal expenditures. All monies spent on this project will be disbursed in accordance with provisions of the project budget as said budget was approved by the BCJPA.

7. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to insure that expenditures charged to grant activities are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

8. Utilization and Payment of Funds. Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Payments will be made on the basis of periodic requests and estimations of fund needs submitted by the subgrantee.

9. Applicability of State and Local Practices. Except where inconsistent with federal requirements, state procedures and practices will apply to funds disbursed by the subgrantee. Thus, the Operating Procedures of the General Accounting Division, Comptroller's Office, State of Florida, must be complied with.

10. Non-supplanting. Federal funds made available for grants may not be so used as to supplant state or local funds that would be available in the absence of such federal funds for law enforcement activities but rather will be so used as to increase such state or local funds.

11. Inspection and Audit. BCJPA, LEAA and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access for purpose of audit and examinations to any books, documents, papers, and records of the subgrantee, and to relevant books and records of subgrantees and contractors, as provided in Section 521 of P.L. 90-351.

12. Maintenance of Records. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of a project, whichever is sooner.

13. Allowable Costs. The allowability of costs incurred under any subgrant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State and Local Governments", as further defined and delineated in conditions 14 and 15 below, and in the LEAA Financial Guide for Administration of Planning and Action Grants. These costs have been extracted from Circular No. A-87, and the LEAA Financial Guide and incorporated in the BCJPA *Administration Manual for Subgrant Awards*.

Allowability of the costs of equipment purchased with federal funds will be reduced to the extent of resale or recovery value where use of such equipment for carrying out the purposes of the grant project is discontinued (during the life of the project) or use for law enforcement purposes is discontinued (after completion of the project) unless all credits relating to such contingencies as set forth in Section C.3 or O.M.B. Circular A-87 ("Applicable Credits") are applied to offset or reduce grant charges.

14. Expenses Not Allowable. Subgrant funds may not be expended for (a) items not part of the approved budget or separately approved by BCJPA; (b) purchase or construction of land and buildings or improvements thereon, or payment of real estate mortgages or taxes, unless specifically provided for in the subgrant agreement; (c) dues to organizations or federations; (d) entertainment including luncheons, banquets, gratuities or decorations; (e) purchase of automobiles or other automotive vehicles unless provided for in the subgrant agreement; or (f) indirect (overhead) costs, where subgrantee does not have an audited indirect expense allocation system and rate acceptable to LEAA. Expenditure of funds in excess of the submitted total cost estimate for any major budget category will be permitted only with BCJPA approval where this involves an increase of more than 15 percent in the total category cost estimate. Such increases will be deemed, in effect, to constitute an amendment of the subgrant application and award requiring BCJPA concurrence.

15. Written Approval of Changes. Subgrantees must obtain prior written approval from BCJPA for major project changes. These include (a) changes of substance in project activities, designs, or research plans set forth in the approved application; (b) changes in the project director or key professional personnel identified in the approved application; and (c) changes in the approved project budget as specified in the preceding condition.

SUBGRANT APPLICATION

SUPERSEDES: Effective Date
Section **N/A** Page **N/A**

Approved By: L. Kenneth Ireland, Jr., Secretary
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16. Project Income. All interest or other income earned by the subgrantee with respect to grant funds or as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, etc.) must be accounted for. All interest and other income should be applied to project purposes or in reduction of project costs.

17. Title to Property. Title to property acquired in whole or in part with subgrant funds in accordance with approved budgets shall vest in the subgrantee, subject to divestment at the option of BCJPA (to the extent of BCJPA contribution toward the purchase thereof) exercisable only upon notice within 120 days after the end of the subgrant period or termination of the subgrant. Subgrantees shall exercise due care in the use, maintenance, protection and preservation of such property during the period of project use.

18. Publications. The subgrantee may publish, at its own expense, the results of subgrant activity without prior review by BCJPA provided that any publication (written, visual, or sound) contains an acknowledgment of LEAA and BCJPA grant support. Publication of documents or reports with subgrant funds beyond quantities required to meet standard report requirements must be provided for in approved project plans or budgets or otherwise approved by BCJPA and, for large quantity publication, manuscripts must be submitted in advance to BCJPA.

All published material and written reports submitted under this subgrant or in conjunction with contracts under the grant must be originally developed material unless otherwise specifically provided in the grant or contract document. When material, not originally developed, is included in the report, it must have the source identified. This identification may be in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.

19. Third Party Participation. No contract or agreement may be entered into by the grantee for execution of project activities or provision of services to a subgrant project (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved proposal or approved in advance by BCJPA. Any such arrangement shall provide that the subgrantee will retain ultimate

control and responsibility for the subgrant project and that the contractor or subgrantee shall be bound by these subgrant conditions and any other requirements applicable to the subgrantee in the conduct of the project. BCJPA shall be provided with a copy of all such contracts and agreements entered into by subgrantees.

20. Obligation of Grant Funds. Subgrant funds may not, without advance written approval by BCJPA, be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the subgrant period.

21. Fiscal Regulations. The fiscal administration of subgrants shall be subject to such further rules, regulations, and policies, concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as specified in the BCJPA *Administration Manual for Subgrant Awards*.

22. Subgrants for Construction. The subgrantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, the following equal opportunity clause:

During the performance of the contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to

SUBGRANT APPLICATION

Compliance/Administrative
Exhibit B
Standard Subgrant Conditions

SUPERSEDES: Effective Date
Section N/A Page N/A

Approved By: L. Kenneth Ireland, Jr., Secretary
Approval Date: April, 1974

employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The subgrantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Compliance/Administrative
Exhibit B
Standard Subgrant Conditions

SUBGRANT APPLICATION

SUPERSEDES: Effective Date
Section N/A Page N/A

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The subgrantee agrees that it will assist and cooperate actively with LEAA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish LEAA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist LEAA in the discharge of the agency's primary responsibility for securing compliance.

The subgrantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the subgrantee agrees that if it fails or refuses to comply with these undertakings, LEAA may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant; refrain from extending any further assistance to the subgrantee under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subgrants of Part E funds for construction or facilities which require letting a contract amounting to \$100,000 or more to a private company or individual must require a bid guarantee equivalent to 5 percent of the bid price, a performance bond on the part of the

contractor for 100 percent of the contract price and a payment bond on the part of the contractor for 100 percent of the contract price.

Subgrants of Part E funds for construction purposes shall be accompanied by a statement of objectives of the proposed facilities, architectural programs, schematics, outline specifications and cost estimates; and, shall include a certification of the manner and means through which needed construction services (site preparation, utility through which building construction, purchases of equipment and fixture, etc.) will be obtained in accordance with the applicable provisions of appropriate State and/or local law, rules or regulations.

Subgrants to Part E funds for facilities construction or renovation, regardless of size, shall require that architectural and other needed professional services shall be obtained upon the basis and consideration of professional competence to deliver the required services. Contractual fee obligations for such services shall be in accordance with the prevailing suggested fee schedules of recognized professional organizations.

23. Building Access for Physically Handicapped. Any building construction funded from Part E allocations and for which there is an intended use that will require that such building or facility be accessible to the public or may result in the employment or residence therein of physically handicapped persons must be so constructed as to assure that physically handicapped persons will have ready access to, and use of, such buildings.

24. Information Systems. In respect to programs related to Criminal Justice Information Systems, the subgrantee agrees to insure that adequate provisions are made for system security, the protection of individual privacy and the insurance of the integrity and accuracy of data collection. Subgrantee agrees to adhere to policies and procedures contained in a *Master Plan for Criminal Justice Information Systems in the State of Florida*.

SUBGRANT APPLICATION

SUPERSEDES: Effective Date
Section N/A Page N/A

Approved By: L. Kenneth Ireland, Jr., Secretary
Approval Date: April, 1974

The subgrantee further agrees:

- a. That all computer software produced under this grant will be made available to the LEAA through the BCJPA for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. Systems will be documented in sufficient detail to enable a competent data processing staff to adapt the system, or portions thereof, to usage on a computer of similar size and configuration, of any manufacturer.
 - b. To provide a complete copy(ies) of documentation to the BCJPA upon request. Documentation will include, but not be limited to System Description, Operating Instructions, user Instructions, Program Maintenance Instructions, input forms, file descriptions, report formats, program listings and flow charts for the system and programs.
 - c. That whenever possible all applicable programs will be written in ANS COBOL in order that they may be transferred readily to another authorized user. Where the nature of the task requires a scientific programming language, ANS FORTRAN should be used.
 - d. To avail himself, to the maximum extent practicable, of computer software already produced and available without charge. To insure that reasonable effort is extended in this area, LEAA publications and the BCJPA Information Systems Specialists should be consulted.
- 25. Criminal Penalties.** Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of a grant or contract or other form of assistance pursuant to this title, whether received directly or indirectly from LEAA, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device any material fact in any application for assistance submitted pursuant to this title or in any record required to be

maintained pursuant to this title shall be subject to prosecution under the provisions of Section 1001 of Title 18, United States Code. Any law enforcement program or project underwritten, in whole or in part, by any grant or contract or other form of assistance pursuant to this title, whether received directly or indirectly from LEAA shall be subject to the provisions of Section 371 of Title 18, United States Code.

26. Release of Information. Pursuant to Section 521 of the Act, as amended, all records, papers and other documents kept by recipients of LEAA funds, including contractors for subgrantees relating to the receipt and disposition of such funds, are required to be made available to the LEAA and/or the BCJPA. These records and other documents submitted pursuant to other provisions of the Act, are required to be made available by LEAA under the terms and conditions of the Federal Freedom of Information Act (5 U.S.C: 552).

27. Use of Airplanes and Helicopters. Airplanes and helicopters purchased in whole or in part with grant funds must be used for the purposes stated in the application and may not be used for non-law enforcement purposes by State and local officials.

28. Educational Support. No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving LEAA financial assistance with the exception of the qualifications set forth in Title IX, Section 901(a) of Public Law 92-318 (86 Stat. 373).

29. Commencement of Project. If a project has not commenced within 60 days after the acceptance of the grant award, the subgrantees will report by letter the steps taken to initiate the project, the reasons for delay, and the expected starting date. If, after 90 days from the acceptance of the award, the project is not operational, a further statement of implementation delay will be submitted by the subgrantee to the State Planning Agency. Upon the receipt of the 90-day letter, the SPA may cancel the project, and redistribute the funds to other project areas. The SPA, where warranted by extenuating circumstances, may request approval from the LEAA Regional Office to extend the implementation date of the project past the 90-day period.

SUBGRANT APPLICATION

SUPERSEDES: Effective Date
Section N/A Page N/A

Approved By: L. Kenneth Ireland, Jr., Secretary
Approval Date: April, 1974

30. Clear Air Act Violations In accord with the provisions of the Clear Air Act, 42 U.S.C. 1857 et. seq., as amended by P.L. 91-604; and Executive Order 11602, subgrants will not be made to parties convicted of any offense under the Clear Air Act.

31. Relocation Provisions If any project results in displacement of any person, the subgrantee shall provide that:

a. Fair and reasonable relocation payments and assistance shall be provided to or for displaced persons as are required in such regulations as are issued by the Attorney General.

b. Relocation or assistance programs shall be provided for such persons in accordance with such regulations issued by the Attorney General.

c. Within a reasonable period of time prior to displacement, decent, safe and satisfactory replacement must be available to the displaced person in accordance with such regulations as issued by the Attorney General. The

authority of this provision is found in the "Uniform Relocation Assistance and Real Property acquisition Policy Act of 1970", P.L. 91-646; 84 Stat. 1894.

32. Environmental Impact. Subgrantee hereby declares that no significant environmental impact, as defined by the National Environmental Policy Act (NEPA) of 1969 and Law Enforcement Assistance Administration (LEAA) Guidelines, may result from implementation of this program. Subgrantee understands that any application involving: (i) the construction, renovation or modification of facilities; (ii) the implementation of programs involving the use of herbicides and pesticides; and/or (iii) other actions which may possibly have a significant effect on the quality of the environment, must include either an environmental analysis as required by LEAA, or a substantiated negative declaration, that the proposed action will not have a significant impact on the environment.

33. Historic Sites. If any subgrant program involving construction renovation, purchasing or leasing of facilities has an adverse effect on properties listed in the National Register of Historic Places, the subgrantee must notify the BCJPA.

It is understood and agreed by the undersigned that the grant received as a result of this application is subject to the above conditions.

Signature of Authorized Official

Title

Date

JACKSONVILLE AREA PLANNING BOARD

*follow/origined
Resolution
77-177*



May 26, 1977

RECEIVED
Bureau of Criminal Justice
Planning Assistance
MAY 31 1977

Mr. Charles R. Davoli, Chief
Bureau of Criminal Justice
Planning and Assistance
Bryant Building
620 South Meridian Street
Tallahassee, Florida 32304

CONTROL

Dear Mr. Davoli:

Enclosed please find an original and six copies of an application entitled, "Communications Improvement Project - Nassau County."

Please be advised that the required A-95 review has been completed. Jacksonville Area Planning Board, the Clearinghouse Agency, recommends approval of this application.

Sincerely,

Richard Quigley
Richard Quigley
Deputy Executive Director

RQ/JTR/tc

Enclosure



AREA CODE 904 / 633-2690 / ROOM 401 - COURTHOUSE / JACKSONVILLE, FLORIDA 32202

RECEIVED
 Bureau of Criminal Justice
 PLANNING ASSISTANCE
 SUBGRANT APPLICATION
 FOR LEAA FUNDS
 MAY 31 1977

Project No. P77-A2-04-CE03 CJ Seg. _____
 Date Received _____
 FY 77 _____ PART B 40% PART C 75%
 _____ PART E _____ SPC
 For BCJPA Use Only

PART I. GENERAL ADMINISTRATIVE INFORMATION*

1. Project Title: Communications Improvement Project - Nassau County
2. Funding Category: Part "B" Part "C" Part "E" Other
3. Program and Subprogram Area in which Application is Made: PO-5
4. Type of Application: Original Revision Continuation of Grant No. _____
5. Anticipated Subgrant Period: July 1, 1977 through June 30, 1978
6. Date Application Submitted to SPA: _____
7. Name of Clearinghouse(s) Application Submitted: Jacksonville Area Planning Board
8. Date(s) Submitted to Clearinghouse(s): May 6, 1977
9. LEAA Support Sought: \$ 3,000 Matching Share: \$ 500 Total Budget: \$ 3,500
 FY 77 LEAA Funds

10. Applicant: Nassau County Board of
 County Commissioners
 Nassau County Courthouse
 Fernandina Beach, Florida 32034
John H. Armstrong, Chairman
 Signature and Title

11. Chief Financial Officer:
The Honorable Dean O. Oxley
 Clerk of Circuit Court
 Nassau County Courthouse
D. Oxley - Ex-officio Clerk
 Signature and Title

12. Implementing Agency:
Nassau County
 Sheriff's Office
 P. O. Box 744
 Fernandina Beach, Florida 32034

13. Project Director:
Mr. Robert Moore, Chief Deputy
 Nassau County Sheriff's Office
 Fernandina Beach, Florida 32034

14. Project Summary -- Summarize in approximately 200 words, the most important parts of the description of the project plan presented in Part II.
 Objective of this project is to improve the communications system of the Nassau County Sheriff's Office. The procurement of a command and control console will in fact improve that system by centralizing all radio frequencies and telephone communications for improved and rapid dispatching. Deputy Sheriff Bobby Moore will be the Project Director. The Nassau County Sheriff's Office will be the Implementing Agency.

*See Instruction Manual, Section 1, Page 1, for instructions on completing this section.

This public document was promulgated at an annual cost of \$. 46 per copy for the purpose of informing prospective LEAA subgrantees of actions and policies of the Bureau of Criminal Justice Planning and Assistance, 620 South Meridian, Tallahassee, Florida 32304.

SUPERSEDES: Effective Date
Section N/A Page N/A

Approved By: L. Kenneth Ireland, Jr., Secretary
Approval Date: April, 1974

PART II. PROJECT PLAN AND SUPPORTING DATA*

State clearly and in detail the aims of the project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

- A. STATEMENT OF THE PROBLEM
- B. MEASURABLE OBJECTIVES
- C. EVALUATION
- D. PROCEDURES AND TIMETABLE
- E. RESOURCES

All of these topics are interrelated and should be written to reflect that fact. Clearly define a manageable but significant problem and document the need for this particular project. State measurable objectives which, if met, will have the projected effect on the problem stated. Develop a plan for assessing the extent to which the project has met its stated objectives. Organize procedures and allocate resources in a manner that is realistic and compatible with the objectives of the project.

Start below and use continuation pages as necessary.

A. Statement of the Problem

Crime in Nassau County has been rising significantly. The Florida UCR Reports show statistics as follow:

	<u>1972</u>	<u>1976</u>	<u>% Change</u>
Crime Index	266	1,027	386
Crime Rate	1,222.8	3,360.3	275

In view of the increase in the crime index and crime rate, the Nassau County Sheriff's Office has a need for continually upgrading its capability and equipment in order for striving for maximum efficiency in controlling crime in that county.

The Nassau County Sheriff's Office dispatch center is cluttered with widely separated remote control units. Radio units and telephone units need to be replaced with a command and control console, which console thus would centralize all radio frequencies and telephone communications for improved and more rapid dispatching.

B. Measurable Objective

To purchase, install, and operate a single command and control console.

* See Instruction Manual, Section II, Pages 1 through 4, for instructions on completing this section.

C. Evaluation

The objective of this project will be measured by using the quantified term of the measurable objective as a standard. Thus, as equipment specified in the measurable objective is procured, received, installed, placed in operation, and operating satisfactorily, then the objective will be considered met.

D. Procedures and Timetable

Project will be conducted in two stages as reflected in the timetable following this narrative.

1. First Phase. Procurement of equipment.

- a. Drafting of Specifications. State's Division of Communications will prepare specifications for the command and control console.
- b. Advertising of Bids. The Clerk of Circuit Court in Nassau County, or his designee, will be responsible for advertising bids for the command and control console.
- c. Award. The award will go to a vendor who meets the requirements stated in the specifications drawn up by State's Division of Communications.

2. Second Phase. Installation.

- a. Receipting. Project Director will be responsible for receipting for the command and control console and all accessories attached thereto.
- b. Installation. Project Director will insure that the base station is installed in the manner prescribed for in the specifications.
- c. Evaluation. Project Director will evaluate the equipment in an operating state to insure satisfactory performance. Project Director also will compile data regarding the delivery of police services prior to and after the command and control console is in operation. Date will be included in quarterly progress reports and in a final (close-out) report.

3. Timetable.

First Phase

Drafting Specs.
Advertising for bids
Award

Second Phase

Receipting
Installation
Evaluation

E. Resources

1. Implementing Agency

The Nassau County Sheriff's Office will be the implementing agency and hence will be responsible for providing any additional resources not specifically identified in the subgrant application, which resources may be required for successful project implementation.

The Nassau County Sheriff's Office has an elected sheriff, 25 certified sworn officers. Two are full-time Investigators. The department serves an unincorporated (county) area inhabited by 21,254. Communications dispatch is conducted on a 24-hour basis. The system is a repeater (duplexer) arrangement.

2. Project Director

Chief Deputy Robert Moore will be the Project Director. A biographic description of the Project Director follows:

Law Enforcement Background:

Police Officer with the City of Fernandina Beach from October 1961 through December 1968

Chief Jailor and Communications Officer with the Nassau County Sheriff Department from January 1969 until October 1976.

Chief Deputy of Nassau County Sheriff Department from
Law Enforcement Education: October 1976 to date.

January 1962 - December 1963 - 120 hours Course Basic Police Subj.
May 1964 - December 1968 - 240 hours accumulated in related Police Subjects

March 1968 - 40 hour course Chemical Test for Intoxication
May 1968 - 200 hours course in related police subjects

(Over)

September 1962 - August 1976 - 500 hours of Instruction
in Self Defense.

Currently hold Instructor Certificate #1483 from
Police Standards Council in Block #9

Police Self Defense and related subjects

November 1976 - February 1977

Completed basic 320 hour course as prescribed by Police
Standards Council.

Misc. Courses

8 hours in Riot Control

28 hours refresher in Chemical Test for Intoxication

12 hours in operation of Teletype communications.

Military Service:

U.S. Marine Corps

January 20, 1954 until December 20, 1957 Active Duty

December 20, 1957 - December 19, 1962 Marine Corps Reserve

January 19, 1962 received Honorable Discharge

Other:

Past President Fraternal Order of Police Lodge #65

3. Participating Agency

Clerk of the Circuit Court in Nassau County will take charge of all accounting and procurement responsibilities, once the project is approved and the grant is awarded by the Bureau of Criminal Justice Planning and Assistance. He will be responsible for insuring that required financial reports are completed and submitted to the Bureau of Criminal Justice Planning and Assistance.

SUBGRANT APPLICATION

SUPERSEDES: Effective Date
 Section N/A Page N/A

Approved By: Lt. Gov. J. H. "Jim" Williams, Secretary
 Approval Date: April, 1976

1. Budget Summary for Subgrant Period (Totals to be brought forward from supporting schedules):

COST CATEGORY	LEAA SHARE	Non-Federal Share		TOTAL BUDGET
		STATE GEN. REVENUE	LOCAL HARD CASH	
Personnel				
Professional (Including Contractual and Consultant) Services				
Travel				
Equipment	3,000	167	333	3,500
Construction				
Other Operating Expenses				
Indirect Costs				
TOTAL COSTS	3,000	167	333	3,500

Funding Ratio:			
LEAA		\$ 3,000	85.7 %
State General Revenue		167	4.8 %
	Appropriation No.		
L Local Hard Cash		333	9.5 %
	Appropriation No.		
Total Project Costs		\$ 3,500	100 %

2. Estimates for Future LEAA support to be requested:

Time Period: _____ \$ _____
 _____ \$ _____

3. Monies awarded for Project Activities in prior years of Funding:

Time Period _____ Grant Number: _____ LEAA Funds: _____ Matching: _____

4. (Circle One) There ARE / ARE NOT Other Fund Sources:

Source: _____ Time Period: _____ Amount: _____

* See Instruction Manual, Section III, Page 4 for instructions on completing this schedule.

Number of Units	(1) Description	Unit Cost	Total Cost	Federal Share	Non-Federal Share	
					State General Revenue	Local Hard Cash
1	Command and control console, 8 channel capability, tone coded squelch, standard accessories, one year's maintenance, and installation	3,500	3,500	3000	167	333
Total Equipment Costs			3,500	3000	167	333

*See Instruction Manual, Section III, Page 7, for instructions on completing this schedule.

SUBGRANT APPLICATION

SUPERSEDES: Effective Date
Section N/A Page N/A

Approved By: L. Kenneth Ireland, Jr., Secretary
Approval Date: April, 1974

PART III. BUDGET EXHIBIT I - BUDGET NARRATIVE*

Start Below and Use Continuation Pages as Necessary.

Equipment Cost - Schedule E

One command and control console will be procured, by bidding procedure, and substituted for remote control desks and, consequently, will centralize all radio frequencies and telephone communications for improved and more rapid dispatching.

Total:	\$3,000	LEAA
	167	State
	333	Local

* See Instruction Manual, Section III, Page 10, for instructions on completing this form.

SUBGRANT APPLICATION

SUPERSEDES:

Effective Date

Section

N/A

Page

N/A

Approved By: L. Kenneth Ireland, Jr., Secretary

Approval Date: April, 1974

PART III. BUDGET EXHIBIT II - FISCAL QUESTIONNAIRE*

Start Below and Use Continuation Pages as Necessary.

1. Hard Cash Match Requirement. This requirement will be met by appropriation of funds (\$333.00) from the General Fund of Nassau County.
2. Special Matching on Personnel Compensation.
3. Pro Rata Salary Requirement. N/A.
4. Matching Contributions. This requirement will be met with a local cash match which will amount to \$333.00. The State will also provide a 4.8 percent match.
5. Other Income. N/A.
6. Rental of Buildings. N/A.

*See Instruction Manual, Section III, Page 10, for instructions on completing this form.

STATE OF FLORIDA
DEPARTMENT OF ADMINISTRATION
DIVISION OF STATE PLANNING
BUREAU OF CRIMINAL JUSTICE PLANNING
AND ASSISTANCE

SUBGRANT APPLICATION

Part IV

Page 1

**Compliance/Administrative
Exhibit A
Subgrantee Resolution**

SUPERSEDES: Effective Date
Section **N/A** Page **N/A**

Approved By: L. Kenneth Ireland, Jr., Secretary
Approval Date: April, 1974

If the subgrantee is not a state agency, a "Resolution" from the governing board is required. A sample is included in the Instruction Manual.

A certified copy of the signed Resolution should be attached in place of this form and labeled EXHIBIT A in the original of the application.

A copy of the certified Resolution should be attached to each copy of the subgrant application.

SUBGRANT APPLICATION

**Compliance /Administrative
Exhibit B
Standard Subgrant Conditions**

SUPERSEDES: Effective Date
Section N/A Page N/A

Approved By: L. Kenneth Ireland, Jr., Secretary
Approval Date: April, 1974

The applicant understands and agrees to the following conditions applicable to the administration of grants under Part B, Part C and Part E of Title I, P.L. 90-351, as amended by Title I, P.L. 91-644: and P. L. 93 - 83:

1. **Reports.** The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the BCJPA may reasonably require, including monthly financial reports, quarterly progress reports and final financial and narrative reports.

2. **Copyrights and Rights in Data.** Where activities supported by this grant produce original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature (the term computer program includes executable computer programs and supporting data in any form), the BCJPA has the right to use, duplicate and disclose, in whole or in part, in any manner for any purpose whatsoever and have others do so. If the material is copyrightable, the subgrantee may copyright such, and the BCJPA reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish, and use such materials, in whole or in part and to authorize others to do so.

3. **Patents.** If any discovery or invention arises or is developed in the course of or as a result of work performed under this grant, the subgrantee shall refer the discovery or invention to LEAA through the BCJPA. The subgrantee hereby agrees that determinations of rights to inventions made under this grant shall be made by the LEAA, who shall have the sole and exclusive powers to determine whether or not and where a patent application should be filed and to determine the disposition of all rights in such inventions, including title to and license rights under any patent application or patent which may issue thereon. The determination of the LEAA shall be accepted as final. In addition, the subgrantee hereby agrees and otherwise recognizes that the government shall acquire at least an irrevocable non-exclusive royalty-free license to practice and have practiced throughout the world for governmental purposes any invention made in the course of or under this grant. The subgrantee shall include provisions appropriate to effectuate the purposes of this condition in all contracts of employment, consultant's agreements or contracts.

4. **Discrimination Prohibited.** No person shall, on the grounds of race, creed, color or national origin, be

excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under grants awarded pursuant to P.L. 90-351 as amended by P.L. 91-644 or any project, program, activity, or subgrant supported by such grants. Subgrantees must comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964 and regulations issued by the Department of Justice thereunder as a condition of award of Federal funds and continued grant support. Subgrantees further must comply with the Justice Department's equal employment opportunity regulation in Federally assisted programs, to the end that discrimination in employment practices of State planning agencies, law enforcement agencies and other agencies or offices administering, conducting, or participating in any program or activity receiving Federal financial assistance, on the grounds of race, color, creed, or national origin, be eliminated. This grant condition shall not be interpreted to require the imposition in State plans or planning agency subgrant programs of any percentage ratio, quota system, or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency. The United States reserves to itself the right to seek judicial enforcement to insure compliance with the foregoing conditions prohibiting discrimination.

Subgrantee makes assurance that the implementing criminal justice agency has and/or will formulate an equal employment opportunity program in accordance with 28 CFR 42.301, et seq., Subpart E, and that it is on file held by the subgrantee or agency thereof, for review or audit by officials of the BCJPA and/or the LEAA, as required by relevant laws and regulations, or that, in conformity with the terms and conditions of cited regulation no equal employment opportunity programs are required to be filed by subgrantee jurisdiction.

5. **Termination of Aid.** This subgrant may be terminated or fund payments discontinued by BCJPA where it finds a substantial failure to comply with the provisions of P.L. 90-351 or regulations promulgated thereunder, including these grant conditions or application obligations, but only after notice and hearing and pursuant to all procedures set forth in Sections 510 and 511 of P.L. 90-351.

SUBGRANT APPLICATION

Compliance/Administrative
Exhibit B
Standard Subgrant Conditions

SUPERSEDES:
Section N/A Effective Date Page N/A

Approved By: L. Kenneth Ireland, Jr., Secretary
Approval Date: April, 1974

6. Responsibility of Subgrantee. The subgrantee must establish fiscal control and fund accounting procedures which assure proper disbursement of and accounting for, grant funds and required non-federal expenditures. All monies spent on this project will be disbursed in accordance with provisions of the project budget as said budget was approved by the BCJPA.

7. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to insure that expenditures charged to grant activities are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

8. Utilization and Payment of Funds. Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Payments will be made on the basis of periodic requests and estimations of fund needs submitted by the subgrantee.

9. Applicability of State and Local Practices. Except where inconsistent with federal requirements, state procedures and practices will apply to funds disbursed by the subgrantee. Thus, the Operating Procedures of the General Accounting Division, Comptroller's Office, State of Florida, must be complied with.

10. Non-supplanting. Federal funds made available for grants may not be so used as to supplant state or local funds that would be available in the absence of such federal funds for law enforcement activities but rather will be so used as to increase such state or local funds.

11. Inspection and Audit. BCJPA, LEAA and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access for purpose of audit and examinations to any books, documents, papers, and records of the subgrantee, and to relevant books and records of subgrantees and contractors, as provided in Section 521 of P.L. 90-351.

12. Maintenance of Records. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of a project, whichever is sooner.

13. Allowable Costs. The allowability of costs incurred under any subgrant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State and Local Governments", as further defined and delineated in conditions 14 and 15 below, and in the LEAA Financial Guide for Administration of Planning and Action Grants. These costs have been extracted from Circular No. A-87, and the LEAA Financial Guide and incorporated in the BCJPA *Administration Manual for Subgrant Awards*.

Allowability of the costs of equipment purchased with federal funds will be reduced to the extent or resale or recovery value where use of such equipment for carrying out the purposes of the grant project is discontinued (during the life of the project) or use for law enforcement purposes is discontinued (after completion of the project) unless all credits relating to such contingencies as set forth in Section C.3 or O.M.B. Circular A-87 ("Applicable Credits") are applied to offset or reduce grant charges.

14. Expenses Not Allowable. Subgrant funds may not be expended for: (a) items not part of the approved budget or separately approved by BCJPA; (b) purchase or construction of land and buildings or improvements thereon, or payment of real estate mortgages or taxes, unless specifically provided for in the subgrant agreement; (c) dues to organizations or federations; (d) entertainment including luncheons, banquets, gratuities or decorations; (e) purchase of automobiles or other automotive vehicles unless provided for in the subgrant agreement; or (f) indirect (overhead) costs, where subgrantee does not have an audited indirect expense allocation system and rate acceptable to LEAA. Expenditure of funds in excess of the submitted total cost estimate for any major budget category will be permitted only with BCJPA approval where this involves an increase of more than 15 percent in the total category cost estimate. Such increases will be deemed, in effect, to constitute an amendment of the subgrant application and award requiring BCJPA concurrence.

15. Written Approval of Changes. Subgrantees must obtain prior written approval from BCJPA for major project changes. These include (a) changes of substance in project activities, designs, or research plans set forth in the approved application; (b) changes in the project director or key professional personnel identified in the approved application; and (c) changes in the approved project budget as specified in the preceding condition.

SUBGRANT APPLICATION

**Compliance/Administrative
Exhibit B
Standard Subgrant Conditions**

SUPERSEDES: Effective Date
Section **N/A** Page **N/A**

Approved By: L. Kenneth Ireland, Jr., Secretary
Approval Date: April, 1974

16. Project Income. All interest or other income earned by the subgrantee with respect to grant funds or as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, etc.) must be accounted for. All interest and other income should be applied to project purposes or in reduction of project costs.

17. Title to Property. Title to property acquired in whole or in part with subgrant funds in accordance with approved budgets shall vest in the subgrantee, subject to divestment at the option of BCJPA (to the extent of BCJPA contribution toward the purchase thereof) exercisable only upon notice within 120 days after the end of the subgrant period or termination of the subgrant. Subgrantees shall exercise due care in the use, maintenance, protection and preservation of such property during the period of project use.

18. Publications. The subgrantee may publish, at its own expense, the results of subgrant activity without prior review by BCJPA provided that any publication (written, visual, or sound) contains an acknowledgment of LEAA and BCJPA grant support. Publication of documents or reports with subgrant funds beyond quantities required to meet standard report requirements must be provided for in approved project plans or budgets or otherwise approved by BCJPA and, for large quantity publication, manuscripts must be submitted in advance to BCJPA.

All published material and written reports submitted under this subgrant or in conjunction with contracts under the grant must be originally developed material unless otherwise specifically provided in the grant or contract document. When material, not originally developed, is included in the report, it must have the source identified. This identification may be in the body of the report or by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format.

19. Third Party Participation. No contract or agreement may be entered into by the grantee for execution of project activities or provision of services to a subgrant project (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved proposal or approved in advance by BCJPA. Any such arrangement shall provide that the subgrantee will retain ultimate

control and responsibility for the subgrant project and that the contractor or subgrantee shall be bound by these subgrant conditions and any other requirements applicable to the subgrantee in the conduct of the project. BCJPA shall be provided with a copy of all such contracts and agreements entered into by subgrantees.

20. Obligation of Grant Funds. Subgrant funds may not, without advance written approval by BCJPA be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the subgrant period.

21. Fiscal Regulations. The fiscal administration of subgrants shall be subject to such further rules, regulations, and policies, concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as specified in the BCJPA *Administration Manual for Subgrant Awards*.

22. Subgrants for Construction. The subgrantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, the following equal opportunity clause:

During the performance of the contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to

SUBGRANT APPLICATION

**Compliance/Administrative
Exhibit B
Standard Subgrant Conditions**

SUPERSEDES: Effective Date
Section N/A Page N/A

Approved By: L. Kenneth Ireland, Jr., Secretary
Approval Date: April, 1974

employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the contractor's non compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government

contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The subgrantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

SUBGRANT APPLICATION

Compliance/Administrative
Exhibit B
Standard Subgrant Conditions

SUPERSEDES: Effective Date
Section N/A Page N/A

Approved By: L. Kenneth Ireland, Jr., Secretary
Approval Date: April, 1974

The subgrantee agrees that it will assist and cooperate actively with LEAA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish LEAA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist LEAA in the discharge of the agency's primary responsibility for securing compliance.

The subgrantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the subgrantee agrees that if it fails or refuses to comply with these undertakings, LEAA may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant; refrain from extending any further assistance to the subgrantee under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subgrants of Part E funds for construction or facilities which require letting a contract amounting to \$100,000 or more to a private company or individual must require a bid guarantee equivalent to 5 percent of the bid price, a performance bond on the part of the

contractor for 100 percent of the contract price and a payment bond on the part of the contractor for 100 percent of the contract price.

Subgrants of Part E funds for construction purposes shall be accompanied by a statement of objectives of the proposed facilities, architectural programs, schematics, outline specifications and cost estimates; and, shall include a certification of the manner and means through which needed construction services (site preparation, utility through which building construction, purchases of equipment and fixture, etc.) will be obtained in accordance with the applicable provisions of appropriate State and/or local law, rules or regulations.

Subgrants to Part E funds for facilities construction or renovation, regardless of size, shall require that architectural and other needed professional services shall be obtained upon the basis and consideration of professional competence to deliver the required services. Contractual fee obligations for such services shall be in accordance with the prevailing suggested fee schedules of recognized professional organizations.

23. Building Access for Physically Handicapped. Any building construction funded from Part E allocations and for which there is an intended use that will require that such building or facility be accessible to the public or may result in the employment or residence therein of physically handicapped persons must be so constructed as to assure that physically handicapped persons will have ready access to, and use of, such buildings.

24. Information Systems. In respect to programs related to Criminal Justice Information Systems, the subgrantee agrees to insure that adequate provisions are made for system security, the protection of individual privacy and the insurance of the integrity and accuracy of data collection. Subgrantee agrees to adhere to policies and procedures contained in a *Master Plan for Criminal Justice Information Systems in the State of Florida*.

SUBGRANT APPLICATION

**Compliance/Administrative
Exhibit B
Standard Subgrant Conditions**

SUPERSEDES: Effective Date
Section **N/A** Page **N/A**

Approved By: L. Kenneth Ireland, Jr., Secretary
Approval Date: April, 1974

The subgrantee further agrees:

- a. That all computer software produced under this grant will be made available to the LEAA through the BCJPA for transfer to authorized users in the criminal justice community without cost other than that directly associated with the transfer. Systems will be documented in sufficient detail to enable a competent data processing staff to adapt the system, or portions thereof, to usage on a computer of similar size and configuration, of any manufacturer.
 - b. To provide a complete copy(ies) of documentation to the BCJPA upon request. Documentation will include, but not be limited to System Description, Operating Instructions, user Instructions, Program Maintenance Instructions, input forms, file descriptions, report formats, program listings and flow charts for the system and programs.
 - c. That whenever possible all applicable programs will be written in ANS COBOL in order that they may be transferred readily to another authorized user. Where the nature of the task requires a scientific programming language, ANS FORTRAN should be used.
 - d. To avail himself, to the maximum extent practicable, of computer software already produced and available without charge. To insure that reasonable effort is extended in this area, LEAA publications and the BCJPA Information Systems Specialists should be consulted.
- 25. Criminal Penalties.** Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of a grant or contract or other form of assistance pursuant to this title, whether received directly or indirectly from LEAA, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device any material fact in any application for assistance submitted pursuant to this title or in any record required to be

maintained pursuant to this title shall be subject to prosecution under the provisions of Section 1001 of Title 18, United States Code. Any law enforcement program or project underwritten, in whole or in part, by any grant or contract or other form of assistance pursuant to this title, whether received directly or indirectly from LEAA shall be subject to the provisions of Section 371 of Title 18, United States Code.

26. Release of Information. Pursuant to Section 521 of the Act, as amended, all records, papers and other documents kept by recipients of LEAA funds, including contractors for subgrantees relating to the receipt and disposition of such funds, are required to be made available to the LEAA and/or the BCJPA. These records and other documents submitted pursuant to other provisions of the Act, are required to be made available by LEAA under the terms and conditions of the Federal Freedom of Information Act (5 U.S.C. 552).

27. Use of Airplanes and Helicopters. Airplanes and helicopters purchased in whole or in part with grant funds must be used for the purposes stated in the application and may not be used for non-law enforcement purposes by State and local officials.

28. Educational Support. No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving LEAA financial assistance with the exception of the qualifications set forth in Title IX, Section 901(a) of Public Law 92-318 (86 Stat. 373).

29. Commencement of Project. If a project has not commenced within 60 days after the acceptance of the grant award, the subgrantees will report by letter the steps taken to initiate the project, the reasons for delay, and the expected starting date. If, after 90 days from the acceptance of the award, the project is not operational, a further statement of implementation delay will be submitted by the subgrantee to the State Planning Agency. Upon the receipt of the 90-day letter, the SPA may cancel the project, and redistribute the funds to other project areas. The SPA, where warranted by extenuating circumstances, may request approval from the LEAA Regional Office to extend the implementation date of the project past the 90-day period.

SUBGRANT APPLICATION

**Compliance/Administrative
Exhibit B
Standard Subgrant Conditions**

SUPERSEDES: Effective Date
Section **N/A** Page **N/A**

Approved By: L. Kenneth Ireland, Jr., Secretary
Approval Date: April, 1974

30. Clear Air Act Violations In accord with the provisions of the Clear Air Act, 42 U.S.C. 1857 et. seq., as amended by P.L. 91-604; and Executive Order 11602, subgrants will not be made to parties convicted of any offense under the Clear Air Act.

31. Relocation Provisions If any project results in displacement of any person, the subgrantee shall provide that:

a. Fair and reasonable relocation payments and assistance shall be provided to or for displaced persons as are required in such regulations as are issued by the Attorney General.

b. Relocation or assistance programs shall be provided for such persons in accordance with such regulations issued by the Attorney General.

c. Within a reasonable period of time prior to displacement, decent, safe and satisfactory replacement must be available to the displaced person in accordance with such regulations as issued by the Attorney General. The

authority of this provision is found in the "Uniform Relocation Assistance and Real Property acquisition Policy Act of 1970", P.L. 91-646; 84 Stat. 1894.

32. Environmental Impact. Subgrantee hereby declares that no significant environmental impact, as defined by the National Environmental Policy Act (NEPA) of 1969 and Law Enforcement Assistance Administration (LEAA) Guidelines, may result from implementation of this program. Subgrantee understands that any application involving: (i) the construction, renovation or modification of facilities; (ii) the implementation of programs involving the use of herbicides and pesticides; and/or (iii) other actions which may possibly have a significant effect on the quality of the environment, must include either an environmental analysis as required by LEAA, or a substantiated negative declaration, that the proposed action will not have a significant impact on the environment.

33. Historic Sites. If any subgrant program involving construction renovation, purchasing or leasing of facilities has an adverse effect on properties listed in the National Register of Historic Places, the subgrantee must notify the BCJPA.

It is understood and agreed by the undersigned that the grant received as a result of this application is subject to the above conditions.

John F. Armstrong Sr.
Signature of Authorized Official

Chairman Board of County Commissioners
Title

5/24/77
Date

SUBGRANT APPLICATION

SUPERSEDES:

Section

N/A

Effective Date

Page

N/A

Approved By:

Lt. Gov. J. H. "Jim" Williams, Secretary

Approval Date:

April, 1975

CERTIFICATE OF EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

All recipients of Federal funds under Title I of the Omnibus Crime Control Safe Streets Act of 1968, Public Law 90-351 82 Stat. 197, as amended, are required to certify compliance with Title 28, Chapter I, Subpart E of Part 42 of the Code of Federal Regulations as it applies to the implementing Criminal Justice Agency.

Status of Compliance

1. _____ Date _____

I, _____ (authorized official) certify that the _____

_____ (Criminal Justice agency) has formulated an equal employment opportunity pro-

gram in accordance with 28 CFR 42.301, et. seq., Subpart E, and that it is on file in the office

or _____ (name) _____

_____ (address) _____ (title),

for review or audit by officials of the cognizant state planning agency or the Law Enforcement

Assistance Administration as required by relevant laws and regulations 28 CFR 42.305.

2. H. S. McKendree, Sheriff of Nassau County Date 5-24-77

I, H. S. McKendree (Authorized official) certify that the Nassau

County Sheriff's Office

_____ (Criminal Justice Agency) in conformity with the terms and conditions of 28

CFR 42.301 is not required to file an equal opportunity program.

R E S O L U T I O N 77-177

WHEREAS, the Nassau County Board of County Commissioners, herein called the "Applicant", after thorough consideration of the problem and available data, has hereby determined that the project described below is in the best interests of the general public:

To improve the communications system of the Nassau County Sheriff's Office. The procurement of a command and control console will in fact improve that system by centralizing all radio frequencies and telephone communications for improved and rapid dispatching. The Nassau County Sheriff's Office will be the Implementing Agency.

WHEREAS, under the terms of Public Law 90-351 as amended, the United States of America has authorized the Law Enforcement Assistance Administration, through the Florida Bureau of Criminal Justice Planning and Assistance, to make Federal Grants to assist local governments in the improvement of criminal justice; and

WHEREAS, the Applicant has examined and duly considered such Act and the Applicant considers it to be in the public interest and to its benefit to file an application under said Act and to authorize other action in connection therewith;

NOW, THEREFORE, BE IT RESOLVED by the Nassau County Board of County Commissioners, in open meeting assembled in the City of Fernandina Beach, Florida, this 24th day of May 1977, as follows:

1. That the project generally described above is in the best interests of the Applicant and the general public.
2. That John F. Armstrong, Sr., Chairman of the Nassau County Commission, be hereby authorized to file in behalf of the Applicant an application in the form prescribed by the Florida Bureau of Criminal Justice Planning and Assistance

in conformity with said Act, for a grant to be made to the applicant to assist in defraying the cost of the project generally described above.

3. That if such grant be made, the Applicant shall provide or make necessary arrangements to provide such funds and/or in-kind contributions in addition to the grant as may be required by the Act to defray the cost of the project generally described above.

4. That the Applicant is aware that at least fifty(50) percent of the minimum required non-federal cost of the project be appropriated cash and that such funds designated as local hard cash contributions in all related project budget schedules that are to be provided by the Applicant are hereby appropriated new funds for Criminal Justice use for the express purpose of matching the LEAA funds.

5. That John F. Armstrong, Sr., Chairman of the Nassau County Commission, is hereby authorized to furnish such information and take such other action as may be necessary to enable the Applicant to qualify for said grant.

6. That the Official designated in the preceding paragraph is hereby designated as the authorized representative of the Applicant for the purpose of furnishing to the Florida Bureau of Criminal Justice Planning and Assistance such information, data and documents pertaining to the application for said grant as may be required and otherwise to act as the authorized representative of the Applicant in connection with this application.

7. That certified copies of this resolution be included as part of the application for said grant to be submitted to the Florida Bureau of Criminal Justice Planning and Assistance.

8. That if such grant be made, the Applicant or Official designated in paragraph 4 above shall maintain such records necessary and furnish such information, data and documents as required by the Florida Bureau of Criminal Justice Planning and Assistance to support the implementation of the project generally described above.

9. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting.

Nassau County Board
of County Commissioners

By John F. Armstrong Sr.

Date:

ATTEST:

By Booley

STATE OF FLORIDA
NASSAU COUNTY

I, D. O. Oxley, Clerk of the Circuit Court in and for Nassau County, Florida, do hereby certify that the foregoing is a true and correct copy of the _____

_____ in that certain cause wherein _____ was Plaintiff and _____ was Defendant, lately pending in said court, as the same appears of record in this office, same having been filed on the _____ day of _____, 19____ and recorded in _____ Book _____, Page _____

Witness my hand and official seal this _____ day of _____ A. D. 19____

D. O. OXLEY
Clerk Circuit Court

By _____ Deputy Clerk.

STATE OF FLORIDA
COUNTY OF NASSAU

I, D. O. Oxley, Clerk of the Circuit Court in and for Nassau County, Florida, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION NO. 77-177

_____ as the same appears of record in this office, same having been filed on the 24th day of May, 1977 and recorded in _____ Book the office of the Clerk Circuit Court, Page _____

Witness my hand and official seal this 25th day of May A. D. 1977

D. O. OXLEY
Clerk Circuit Court

By  Deputy Clerk.

