

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 1222-23**

PURCHASING AUTHORITY NUMBER (If Applicable)

**1. This Agreement is entered into between the Contracting Agency and the Contractor named below:**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**COUNTY OF TEHAMA****2. The term of this Agreement is:**

START DATE

**JUNE 1, 2023**

THROUGH END DATE

**DECEMBER 31, 2026****3. The maximum amount of this Agreement is:****\$660,000.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**

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*\*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at: [www.bscc.ca.gov](http://www.bscc.ca.gov)*

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

**COUNTY OF TEHAMA**

CONTRACTOR BUSINESS ADDRESS

22840 Antelope Blvd

CITY

Red Bluff

STATE

CA

ZIP

96080


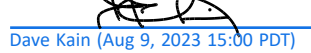
PRINTED NAME OF PERSON SIGNING

Dave Kain

TITLE

Sheriff-Coroner

CONTRACTOR AUTHORIZED SIGNATURE

  
Dave Kain (Aug 9, 2023 15:00 PDT)  
Dave Kain (Aug 9, 2023 15:00 PDT)

DATE SIGNED

**Aug 9, 2023****STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Colleen Curtin

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

## EXHIBIT A: SCOPE OF WORK

### 1. GRANT AGREEMENT

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and Tehama County (hereafter referred to as the Grantee or Contractor).

### 2. PROJECT SUMMARY AND ADMINISTRATION

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

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

Grantee agrees to administer the project in accordance with Attachment 1: 2022 JAG Request for Proposals (by reference) and Attachment 2: 2022 JAG Application for Funding, which is attached and hereto and made part of this agreement.

### 3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

**Authorized Officer** with legal authority to sign:

Name: Dave Hencraft

Title: Sheriff-Coroner

Address: 22840 Antelope Blvd., Red Bluff, CA 96080

Phone: (530) 529-7950

**Designated Financial Officer** authorized to receive warrants:

Name: Danielle Peterson

Title: Accountant

Address: 22840 Antelope Blvd., Red Bluff, CA 96080

Phone: (530) 528-8979

Email: dpeterson@tehamaso.org

## EXHIBIT A: SCOPE OF WORK

**Project Director** authorized to administer the project:

Name: Jeffrey Garrett

Title: Lieutenant

Address: 22840 Antelope Blvd., Red Bluff, CA 96080

Phone: (530) 529-7920

Email: jgarrett@tehamaso.org

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

### 4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: 2022 JAG Request for Proposals (by reference) and Attachment 2: 2022 JAG Application for Funding

### 5. REPORTING REQUIREMENTS

- A. Grantee will submit quarterly progress reports, including results for the federal performance indicators, in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

#### Quarterly Progress Report Periods

#### Due no later than:

- |  |                  |
|--|------------------|
| 1. June 1, 2023 to June 30, 2023         | July 15, 2023    |
| 2. July 1, 2023 to September 30, 2023    | October 15, 2023 |
| 3. October 1, 2023 to December 31, 2023  | January 15, 2024 |
| 4. January 1, 2024 to March 31, 2024     | April 15, 2024   |
| 5. April 1, 2024 to June 30, 2024        | July 15, 2024    |
| 6. July 1, 2024 to September 30, 2024    | October 15, 2024 |
| 7. October 1, 2024 to December 31, 2024  | January 15, 2025 |
| 8. January 1, 2025 to March 31, 2025     | April 15, 2025   |
| 9. April 1, 2025 to June 30, 2025        | July 15, 2025    |
| 10. July 1, 2025 to September 30, 2025   | October 15, 2025 |
| 11. October 1, 2025 to December 31, 2025 | January 15, 2026 |
| 12. January 1, 2026 to March 31, 2026    | April 15, 2026   |
| 13. April 1, 2026 to June 30, 2026       | July 15, 2026    |

- B. The Local Evaluation Plan July 31, 2023
- C. The Local Evaluation Report December 31, 2026
- D. The grantee shall submit all other reports and data as required by the BSCC

### 6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

## **EXHIBIT A: SCOPE OF WORK**

- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

### **7. AUDIT**

Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving \$750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the \$750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award grantee is required to check one of the boxes below to indicate how they will meet the audit requirement.

- ☒ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

**OR**

- ☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller's Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within 30 days of the Grantee's receipt of the report or within nine months following the end of the audit period, whichever is earlier.

**OR**

- ☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the

## **EXHIBIT A: SCOPE OF WORK**

non-governmental entity grantee does not expend \$750,000 or more in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity understands that it must keep and maintain the grant records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

### **8. UNIQUE ENTITY IDENTIFIER (UEI)**

The Contractor/grantee (entity entering into contract with the BSCC) must maintain active registration of their Unique Entity Identifier (UEI) number, used for this Grant Agreement, throughout the term of the contract. An active UEI number is also required to remain in compliance with the Federal Funding Accountability and Transparency Act (FFATA), a reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation.

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid in quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

**Quarterly Invoicing Periods:**

**Due no later than:**

- |  |                   |
|--|-------------------|
| 1. June 1, 2023 to June 30, 2023         | August 15, 2023   |
| 2. July 1, 2023 to September 30, 2023    | November 15, 2023 |
| 3. October 1, 2023 to December 31, 2023  | February 15, 2024 |
| 4. January 1, 2024 to March 31, 2024     | May 15, 2024      |
| 5. April 1, 2024 to June 30, 2024        | August 15, 2024   |
| 6. July 1, 2024 to September 30, 2024    | November 15, 2024 |
| 7. October 1, 2024 to December 31, 2024  | February 15, 2025 |
| 8. January 1, 2025 to March 31, 2025     | May 15, 2025      |
| 9. April 1, 2025 to June 30, 2025        | August 15, 2025   |
| 10. July 1, 2025 to September 30, 2025   | November 15, 2025 |
| 11. October 1, 2025 to December 31, 2025 | February 15, 2026 |
| 13. January 1, 2026 to March 31, 2026    | May 15, 2026      |
| 14. April 1, 2026 to June 30, 2026       | August 15, 2026   |
| 15. July 1, 2026 to September 30, 2026*  | October 15, 2026  |

15. October 1, 2026 to December 31, 2026\* January 31, 2027

*\*Note: Only expenditures associated with completion of the Final Local Evaluation Report may be included on this last invoice.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report) must be incurred by the end of the grant project period, June 30, 2026, and included on the invoice due August 15, 2026. Project expenditures incurred after June 30, 2026 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by December 31, 2026. Expenditures incurred solely for the completion of the Final Local Evaluation Report will be reimbursed for the close-out period of July 1, 2026 through December 31, 2026 and must be submitted on the last invoice, due January 31, 2027. All fiscal supporting documentation for the Final Local Evaluation Report expenditures must be submitted to the BSCC with this final invoice
- D. The Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- E. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

### 2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, the Federal Government, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

### **3. BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Department of Justice, Office of Justice Programs. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.
- C. If JAG funding is reduced or falls below estimates contained within the JAG Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- D. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

### **4. PROJECT COSTS**

Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Grantee Resources, here:

[https://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](https://www.bscc.ca.gov/s_correctionsplanningandprograms/)

- A. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions, or commitments of this Grant Agreement.
- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

### **5. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

### **6. WITHHOLDING OF GRANT DISBURSEMENTS**

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
  - 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the final progress report; and
  - 3) submittal and approval of any additional required reports.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

### **7. PROJECT BUDGET**

Expending of grant funds is limited to: Year 1: no more than the amount requested for Year 1; Year 2: no more than the amount requested for Year 2 plus any carry over of unspent funds from Year 1 (use of carry over funds requires BSCC pre-approval); and Year 3: no more than the amount requested for Year 3 plus any pre-approved unspent carry over funds from Years 1 and 2.



## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

Project Budget	
Line Item	Grant Funds
1. Salaries and Benefits	\$310,000
2. Services and Supplies	\$50,000
3. Professional Services	\$240,000
4. Non-Governmental Based (NGO) Contracts	\$0
5. Fixed Assets/Equipment	\$22,000
6. Data Collection, Reporting and Evaluation <i>Must be at least 5 percent of the total grant award</i>	\$33,000
7. Other (including training, travel, etc.)	\$5,000
8. Indirect Costs	\$0
<b>TOTAL</b>	<b>\$660,000</b>

## **EXHIBIT C: GIA 610: GENERAL TERMS AND CONDITIONS (INTERAGENCY AGREEMENTS)**

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **AUDIT:** The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
4. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State and Administrative Manual Section 8752 and 8752.1.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **ADVANCED PAYMENT:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **TIMELINESS:** Time is of the essence in this Agreement.
9. **NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST:** In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category, or program, and, if applicable, element, component, and task.

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **1. GRANTEE'S GENERAL RESPONSIBILITY**

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: 2022 JAG Request for Proposals, and Attachment 2: 2022 JAG Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

### **2. GRANTEE ASSURANCES AND COMMITMENTS**

- A. Compliance with Laws and Regulations  
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Compliance with Federal Laws and Regulations  
The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including any federal conditions, which are included in this Grant Agreement as Exhibit E.
- C. Fulfillment of Assurances and Declarations  
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: 2022 JAG Request for Proposals, and Attachment 2: 2022 JAG Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- D. Permits and Licenses  
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

### **3. POTENTIAL SUBCONTRACTORS**

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the JAG RFP and described in Appendix B.

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

- 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

- 2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

### **4. PROJECT ACCESS**

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

### **5. ACCOUNTING AND AUDIT REQUIREMENTS**

- A. All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Federal Audit Requirement: Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. See Exhibit A: Scope of Work, Section 8. Audit, for federal audit requirements.
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT**

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E of the original Proposal Package).

### **7. MODIFICATIONS**

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: 2022 JAG Request for Proposals, and Attachment 2: 2022 JAG Application for Funding.

### **8. TERMINATION**

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
  - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: 2022 JAG Request for Proposals, and Attachment 2: 2022 JAG Application for Funding
  - 3) failure to provide the required local match share of the total project costs; and
  - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

### **9. SETTLEMENT OF DISPUTES**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### **10. WAIVER**

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

## **2020 JAG Federal Award Conditions**

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the following:

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

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm](https://ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

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

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

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

### **2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>. Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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

### 3. Compliance with DOJ Grants Financial Guide

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

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

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

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

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

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by



120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

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

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

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

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

**7. Requirement to report potentially duplicative funding**

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

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

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

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

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

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

**9. Employment eligibility verification for hiring under the award<sup>1</sup>**

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

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

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

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

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

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

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

**2. Monitoring**

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

**3. Allowable costs**

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

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<sup>1</sup> Please note: this award condition is subject to a stipulated agreement between the State of California and DOJ in *California v. Barr*, No. 3:19-cv-6189-WHO, ECF No. 41 (N.D. Cal. June 3, 2020)

#### 4. Rules of construction

##### A. Staff involved in the hiring process

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

##### B. Employment eligibility confirmation with E-Verify

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Monitoring

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

## 3. Allowable costs

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

## 4. Rules of construction

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

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

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

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

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

## 15. Determination of suitability to interact with participating minors

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

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

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

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

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

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

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

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

**18. OJP Training Guiding Principles**

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

**19. Effect of failure to address audit issues**

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

**20. Potential imposition of additional requirements**

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

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

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

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

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

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

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

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

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

**24. Restrictions on "lobbying"**

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

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them)

with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

- 25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020)** The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

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

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

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information),



Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

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

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

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

a. it represents that—

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

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

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

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

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

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

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

**29. Encouragement of policies to ban text messaging while driving**

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

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

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

***[Intentionally Omitted: award conditions 31 through 41, as originally set out in the award document, per [OJP Notices No. 41](#), [No. 42](#), [No. 43](#), and [No. 47](#).]***

**42. Cooperating with OJP Monitoring**

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

**43. FFATA reporting: Subawards and executive compensation**

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

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

#### **44. Required monitoring of subawards**

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

#### **45. Use of program income**

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

#### **46. Justice Information Sharing**

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

#### **47. Avoidance of duplication of networks**

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

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

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

**49. Protection of human research subjects**

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

**50. Confidentiality of data**

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

**51. Verification and updating of recipient contact information**

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

**52. Law enforcement task forces - required training**

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

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

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

**53. Justification of consultant rate**

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

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

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

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

**55. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions**

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)) and are incorporated by reference here.

**56. Required attendance at BJA-sponsored events**

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

**57. Compliance with National Environmental Policy Act and related statutes**

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

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

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

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

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

**58. Establishment of trust fund**

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

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

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

**60. Certification of body armor "mandatory wear" policies**

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

**61. Body armor - compliance with NIJ standards and other requirements**

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

**62. Reporting requirements**

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance

Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

**63. Required data on law enforcement agency training**

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

**64. Expenditures prohibited without waiver**

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

**65. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]**

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

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

**66. Use of funds for DNA testing; upload of DNA profiles**

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express



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

**67. Encouragement of submission of "success stories"**

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

**68. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS**

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

**69. Withholding of funds: Required State Strategic Plan submission**

The recipient may not obligate, expend, or draw down any award funds until the recipient submits a sufficient Statewide Strategic Plan (to include an Annual Report in each year in which the Statewide Strategic Plan is not fully updated), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

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

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

**71. SORNA final agency decision – Appeals**

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-

248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

## 2021 JAG Award Federal Conditions

The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including the following:

### 1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

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

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

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

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of

PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach

### 3. Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

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

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

### 4. Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

### 5. Effect of failure to address audit issues

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

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

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](https://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

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

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

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

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

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

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and

requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

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

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

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

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

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

**10. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

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

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

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

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

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

approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

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

**12. Requirement for data on performance and effectiveness under the award**

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

**13. Requirements related to "de minimis" indirect cost rate**

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

**14. Determination of suitability to interact with participating minors**

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

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

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

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

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the

recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**16. Compliance with DOJ Grants Financial Guide**

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

**17. Encouragement of policies to ban text messaging while driving**

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

**18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

**19. Potential imposition of additional requirements**

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

**20. Employment eligibility verification for hiring under the award**

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

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



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

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

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

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

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

## 2. Monitoring

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

## 3. Allowable costs

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

## 4. Rules of construction

### A. Staff involved in the hiring process

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

### B. Employment eligibility confirmation with E-Verify

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

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

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

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

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

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

## **21. Restrictions and certifications regarding non-disclosure agreements and related matters**

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

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

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

## **22. Reclassification of various statutory provisions to a new Title 34 of the United States Code**

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

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

## **23. OJP Training Guiding Principles**

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

## **24. Requirements related to System for Award Management and Universal Identifier Requirements**

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

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

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

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

## **25. Restrictions on "lobbying"**

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

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

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

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

## **26. Restrictions on "lobbying"**

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

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

applies to Indian tribes and tribal organizations.

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

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

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

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

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

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

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

**29. Requirement to report potentially duplicative funding**

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

### **30. Reporting potential fraud, waste, and abuse, and similar misconduct**

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

### **31. FFATA reporting: Subawards and executive compensation**

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### **32. Cooperating with OJP Monitoring**

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

**33. Required monitoring of subawards**

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

**34. Use of program income**

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

**35. Justice Information Sharing**

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

**36. Avoidance of duplication of networks**

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

**37. Compliance with 28 C.F.R. Part 23**

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

**38. Protection of human research subjects**

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

### **39. Confidentiality of data**

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

### **40. Law enforcement task forces - required training**

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

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

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

### **41. Justification of consultant rate**

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

### **42. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions**

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.



**43.** The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

**44.** Compliance with National Environmental Policy Act and related statutes

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

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

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

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

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

**45. Establishment of trust fund**

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

**46. Required data on law enforcement agency training**

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

**47. All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation**

**48. Expenditures prohibited without waiver**

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

**49. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020**

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance

of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

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

**50.** If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

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

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

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

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

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

**53. Certification of body armor "mandatory wear" policies**

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

**54. Body armor - compliance with NIJ standards and other requirements**

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

**55. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS**

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

**56. Withholding - Certification with respect to Federal taxes - award exceeding \$5 million (updated Aug. 2017)**

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the

recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

**57. BJA- JAG - SORNA Appeal Limits**

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

**58. BJA- JAG - Withholding of Funds for Chief Executive Certification**

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

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

## **2022 JAG Award Federal Conditions.**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

### **1. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

### **2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

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

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**4. OJP Training Guiding Principles**

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

**5. Required training for Grant Award Administrator and Financial Manager**

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

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

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

**6. Effect of failure to address audit issues**

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

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

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](https://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

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

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

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

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

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

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of



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

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

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

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

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

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

**11. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

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

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

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

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

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

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

**13. Requirement for data on performance and effectiveness under the award**

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

**14. Requirements related to "de minimis" indirect cost rate**

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

**15. Determination of suitability to interact with participating minors**

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

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

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

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

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates

the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**17. Compliance with DOJ Grants Financial Guide**

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

**18. Encouragement of policies to ban text messaging while driving**

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

**19. Potential imposition of additional requirements**

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

**20. Employment eligibility verification for hiring under the award**

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

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

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

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

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

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

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

## 2. Monitoring

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

## 3. Allowable costs

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

## 4. Rules of construction

### A. Staff involved in the hiring process

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

### B. Employment eligibility confirmation with E-Verify

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

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

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

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

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

employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

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

**21. Restrictions and certifications regarding non-disclosure agreements and related matters**

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

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

**1. In accepting this award, the recipient--**

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

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

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

**a. it represents that--**

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

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

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

## **22. Reclassification of various statutory provisions to a new Title 34 of the United States Code**

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

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

## **23. All subawards ("subgrants") must have specific federal authorization**

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

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

## **24. Requirements related to System for Award Management and Universal Identifier Requirements**

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

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

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

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

**25. Restrictions on "lobbying"**

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

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

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

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

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

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

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

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



recipient or of any subrecipient.

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

## **28. Requirement to report potentially duplicative funding**

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

## **29. Reporting potential fraud, waste, and abuse, and similar misconduct**

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

## **30. FFATA reporting: Subawards and executive compensation**

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than



\$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

- 31.** The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

**32. Required monitoring of subawards**

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

**33. Use of program income**

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

**34. Justice Information Sharing**

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

**35. Avoidance of duplication of networks**

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate

to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

**36. Compliance with 28 C.F.R. Part 23**

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

**37. Protection of human research subjects**

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

**38. Confidentiality of data**

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

**39. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.**

**40. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.**

**41. Law enforcement task forces - required training**

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

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance

measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

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

**42. Justification of consultant rate**

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

**43. The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.**

**44. Compliance with National Environmental Policy Act and related statutes**

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

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

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are

(a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

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

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

#### **45. Establishment of trust fund**

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

- 46.** All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website ([www.bjaperformancetools.org](http://www.bjaperformancetools.org)). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

#### **47. Required data on law enforcement agency training**

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

**48. Expenditures prohibited without waiver**

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

**49. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2021**

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2021), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

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

**50. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).**

**51. Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.**

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

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement,

prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

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

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

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

**54. Certification of body armor "mandatory wear" policies, and compliance with NIJ standards**

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

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

**55. Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must**

include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

- 56.** The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

- 57.** "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

- 58.** Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information



on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

**59. BJA- JAG - Withholding of funds for program narrative**

Withholding of funds: Program narrative

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the program narrative for this award, and an Award Condition Modification has been issued to remove this condition.

**60. Withholding - Certification with respect to Federal taxes - award exceeding \$5 million (updated Aug. 2017)**

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

**61. BJA- JAG - Withholding of Funds for Chief Executive Certification**

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

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

**62. BJA- JAG - Withholding of Funds for State Strategic Plan submission**

Withholding of funds: Required State Strategic Plan submission

The recipient may not expend or draw down any award funds until the recipient submits a sufficient Statewide Strategic Plan (to include an Annual Report in each year in which the Statewide Strategic Plan is not fully updated), and an Award Condition Modification has been issued to remove this condition.



**63. BJA- JAG - SORNA Appeal Limits**

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.

- 64.** In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

## APPENDIX A: JAG EXECUTIVE STEERING COMMITTEE ROSTER

### 2022 JAG Executive Steering Committee

	Name	Title	Organization
1	Linda Penner (Chair)	Chairperson	Board of State and Community Corrections
2	Mark Delgado	Executive Director	Los Angeles County's Countywide Criminal Justice Coordination Committee, Los Angeles County
3	Eric Durnell	Ph. D. Candidate	Social Psychology, California State University, San Francisco, San Francisco County
4	David Fernandez	Senior Special Agent	California Department of Corrections and Rehabilitation, Sacramento County
5	Robin Lipetzky	Public Defender	Contra Costa County
6	Lyle Martin	Police Chief	Bakersfield Police Department, Kern County
7	Steven Meinrath	Attorney	Sacramento County
8	Debbie Paolinelli	Assistant County Administrative Officer	Fresno County
9	Jonathan Raven	Chief Deputy District Attorney	Yolo County
10	Darren Thompson	Sheriff-Coroner	San Benito County
11	Erik Upson	Police Chief	Benicia Police Department, Solano County
12	Erica Webster	Master's Candidate	Luskin School of Public Affairs, University of California Los Angeles, Los Angeles County
13	Charles White, Ph. D.	Director, Criminal Justice	Azusa Pacific University, San Diego County

Title	<b>County of Tehama</b>	12/01/2022
	by <b>Ashley Schaack</b> in <b>Edward Byrne Memorial Justice Assistance Grant Program Application</b>	id. 34216793
	aschaack@tehamaso.org	

<b>Original Submission</b>	12/01/2022
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The Edward Byrne Memorial Justice Assistance (JAG) Grant Program Application is divided into four sections as identified below: Background Information Contact Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions that require a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions with a red asterisk require responses. Applicants will not be able to submit the JAG Grant Program Application until all questions with a red asterisk have been completed. Applicants may reference the JAG Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the Grant Program Application. The JAG Instruction Packet is available on the BSCC website at: [http://www.bscc.ca.gov/s\\_bsccjag/](http://www.bscc.ca.gov/s_bsccjag/). NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.

SECTION I - BACKGROUND INFORMATION	This section requests information about the project name and location, federal identification, funding requested, and an overview of the project.
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Name of Applicant	County of Tehama
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Applicant's Physical Address	22840 Antelope Blvd Red Bluff CA 96080 US
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Applicant's Mailing Address (If different than physical address)	PO BOX 729, Red Bluff, CA 96080
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Mailing Address for Payment	PO Box 729 Red Bluff CA 96080 US
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Tax Identification Number	<b>946000543</b>
Federal Employer ID	<b>946000543</b>
Unique Entity Identifier (UEI)	<b>CN7XU13FGJ99</b>
Grant Funds Requested	<b>660000.0</b>
Lead Public Agency	<b>Tehama County Sheriff's Office</b>
Multi-County Partnerships	n/a
Multi-County Partnerships	n/a
Multi-County Partnerships	n/a
Project Title	<b>Tehama Major Crimes Unit</b>
Program Purpose Areas (PPA)	<b>Applicants are required to apply for the Program Purpose Areas (PPA) and Priority Areas of Need identified in the JAG Instruction Packet (Page 5). A total of five PPAs are identified: PPA 1: Law enforcement programs PPA 2: Prosecution and court programs PPA 3: Prevention and education programs PPA 5: Drug treatment and enforcement programs PPA 8: Mental health programs and related law enforcement and corrections programs Applicants are required to address a minimum of one Program Purpose Area and one corresponding Priority Area of Need. Applicants are not required to address each PPA or Priority Area of Need.</b>
Law Enforcement Programs (PPA 1)	<b>Violent crime reduction initiatives</b>
Prosecution and Court Programs (PPA 2)	n/a
Prevention and Education Programs (PPA 3)	n/a
Drug Treatment and Enforcement Programs (PPA 5)	n/a

Mental Health  
Programs and  
Related Law  
Enforcement and  
Corrections  
Programs (PPA 8)

n/a

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Proposal Summary

**The Tehama Major Crimes Unit (TMCU) will provide Tehama County law enforcement agencies a centralized major crimes unit under the leadership of the TMCU Steering Committee and a Tehama County Sheriff's Office Lieutenant that will provide vital assistance to local law enforcement municipalities through highly trained, specialized investigators to effectively combat the rise of major crimes in the county. The collaboration will mitigate the lack of resources by individual departments, decrease violent crime rate, increase drug enforcement efforts and increase community awareness and support to our law enforcement agencies.**

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SECTION II -  
CONTACT  
INFORMATION

**This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Signature.**

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Project Director

**Jeffrey  
Garrett**

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Project Director's  
Title with  
Agency/Department/Organization

**Lieutenant**

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Project Director's  
Physical Address

**22840 Antelope Blvd  
Red Bluff  
CA  
96080  
US**

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Project Director's  
Email Address

**jgarrett@tehamaso.org**

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Project Director's  
Phone Number

**+15305297920**

---

Financial Officer

**Danielle  
Peterson**

---

Financial Officer's  
Title with  
Agency/Department/Organization

**Accountant**

---

Financial Officer's  
Physical Address

**22840 Antelope Blvd  
Red Bluff  
CA  
96080  
US**

---

Financial Officer's Email Address **dpeterson@tehamaso.org**

---

Financial Officer's Phone Number **+15305288979**

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Day-To-Day Program Contact **Ashley Schaack**

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Day-To-Day Program Contact's Title with Agency/Department/Organization **Sheriff's Service Officer III**

---

Day-To-Day Program Contact's Physical Address **22840 Antelope Blvd.  
Red Bluff  
CA  
96080  
US**

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Day-To-Day Program Contact's Email Address **aschaack@tehamaso.org**

---

Day-To-Day Program Contact's Phone Number **+15305288979**

---

Day-To-Day Fiscal Contact **Ashley Schaack**

---

Day-To-Day Fiscal Contact's Title with Agency/Department/Organization **Sheriff's Service Officer III**

---

Day-To-Day Fiscal Contact's Physical Address **22840 Antelope Blvd  
Red Bluff  
CA  
96080  
US**

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Day-To-Day Fiscal Contact's Email Address **aschaack@tehamaso.org**

---

Day-To-Day Fiscal Contact's Phone Number **+15305288979**

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Name of Authorized Officer\* **Dave Hencratt**

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Authorized Officer's Title with Agency/Department/Organization **Sheriff-Coroner**

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Authorized Officer's Physical Address	<b>22840 Antelope Blvd. Red Bluff CA 96080 US</b>
Authorized Officer's Email Address	<b>dhencratt@tehamaso.org</b>
Authorized Officer's Phone Number	<b>+15305297950</b>
Authorized Officer Assurances	<b>checked</b>
SECTION III - PROPOSAL NARRATIVE AND BUDGET	<b>This section requests responses to the Rating Factors identified in the the JAG Instruction Packet.</b>
Proposal Narrative Instructions	<p><b>The Proposal Narrative must address the Project Need, Project Description, Collaboration, Capability and Qualifications, and Project Evaluation and Monitoring Rating Factors as described in the JAG Instruction Packet (Pages 21-24). When responding, clearly identify each Rating Factor section that is being addressed (i.e. Project Need, Project Description, etc.). The Proposal Narrative may not exceed 33,556 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately 15 pages in Arial 12-point font with one-inch margins on all four sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit is met. If the limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit". Applicants will be prohibited from submit the JAG Grant Program Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section, however as a guide, the percent of total point value for each section is provided in the JAG Instruction Packet (Page 21).</b></p>
Proposal Narrative	<p><b>SECTION 1: PROJECT NEED</b></p> <p><b>1.1 There is a clear and convincing need for the Tehama County Sheriff's proposed Edward Byrne Memorial Justice Assistance Grant (JAG) Program Tehama Major Crimes Unit (TMCU) task force project. The TMCU project is directly related to Priority Program Purpose Area Law Enforcement Programs as well to the Corresponding Areas of Need through its design that focuses on a major crime prevention strategy that will aim to reduce Violent Crimes, which will have the impact of also reducing Gang Violence and Gun Violence and maintain strong Drug Enforcement.</b></p> <p><b>1.2 Tehama County has a total population of 65,498 inhabitants</b></p>

spread out over 2,962 square miles who are served by the Tehama County Sheriff, Red Bluff Police Department, Corning Police Department, California Highway Patrol, and Tehama County Probation law enforcement agencies. There is a long history of inter-agency cooperation in law enforcement incidents among the agencies that has generated ample evidence of a continued need for a major crimes unit with the capacity and training to conduct timely and efficient criminal investigations to help reduce and solve major crimes.

1.3 Tehama County is a region with that suffers from a chronically depressed economy and high unemployment. Tehama County's current unemployment rate of 4%, is slightly higher compared to the 3.9% rate in California and 3.5% rate nationally (State of California EDD, 2022). The percentage of people living in poverty is estimated at 13.3% compared to state average of 12.3% and national averages of 11.6%. The median household income of \$48,895 is drastically less than state average \$78,672 (census.gov). In a special report released by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Statistics in November 2014 (#NCJ 248384) it was shown that persons at or below poverty level had more than double the rate of violent victimization compared to persons in high-income households. The percentage of persons reporting violence also increased with the poverty level. CityRating.com states, "Red Bluff crime statistics report an overall upward trend in crime based on data from 21 years with violent crime decreasing and property crime increasing. Based on this trend, the crime rate in Red Bluff for 2022 is expected to be higher than in 2019. The city violent crime rate for Red Bluff in 2019 was higher than the national violent crime rate average by 144.99% and the city property crime rate in Red Bluff was higher than the national property crime rate average by 160.69%. In 2019 the city violent crime rate in Red Bluff was higher than the violent crime rate in California by 110.68% and the city property crime rate in Red Bluff was higher than the property crime rate in California by 135.95%." Based on this trend, the crime rate in Red Bluff for 2022 is expected to be higher than the rates calculated in 2019.

1.4 Major crimes are back on the rise in Tehama County at a time when law enforcement does not have a sufficient number of officers or enough officers with investigatory training to effectively process the increased case load. Staffing level of the Sheriff's Office is down 30% mainly related to lower wages compared to similar agencies in California. Major crime statistics for the Tehama County from 2015 to 2017 showed a 26% increase in violent crimes in Red Bluff, the county's largest city. From 2017 to 2019 there was a 27% decrease but from 2019 to 2020 there was a slight increase of 8% and we suspect that will continue to rise. (FBI UCR Data). During the COVID pandemic first responders repeatedly reported in our local Disaster Council and Healthcare Coalition meetings that they were continuing to respond to violent crimes but with higher acuity of violence than what they had experienced in past years.

1.5 The task force project is a collaborative undertaking by the TMCU



local JAG Steering Committee, which is comprised of full and balanced representation from both traditional and non-traditional stakeholder groups whose experience and expertise are directly related to the project need. The Steering Committee participated in the data analysis and planning that led to the development of the TMCU project proposal.

TMCU will provide Tehama County law enforcement agencies a centralized major crimes unit under the leadership of the TMCU Steering Committee and a TMCU Lieutenant that will provide vital assistance to local law enforcement municipalities through highly trained, specialized investigators to effectively combat the rise of major crimes in the county.

## **SECTION 2: PROJECT DESCRIPTION**

2.1 The TMCU three-year project strategy begins in Year 1 with the continuation of an evidence-based major crimes unit task force coordinated by the Tehama County Sheriff's Office. The TMCU project has defined expected measurable outcomes for a reduction in violent and property crimes. At the core of this coordinated approach is interagency data collection, review, and analysis by a TMCU Data Analyst. The TMCU Data Analyst duties include:

- a) review of existing major crime data
- b) collection of incident reports and arrests related to violent crime, and
- c) collection and analysis of TMCU Law Enforcement Workshop pre-post surveys.

TMCU task force will respond as needed to requests for assistance in conducting major crimes investigations from the Red Bluff PD, Corning PD, Tehama County Probation, and the California Highway Patrol. Assessment of the effectiveness of the TMCU task force investigations includes collection of:

- 1) the location and type of major crimes
- 2) the number of TMCU task force officers assigned
- 3) the duration of investigations, and
- 4) the results of investigation activities.

As a result of the COVID pandemic we were unable to facilitate in-person community workshops. As restrictions began to relax our staffing began to decline and these workshops could not be facilitated. We would like to bring forward that project from the previous grant. Beginning in Year 1 and continuing throughout Year 2 and Year 3, Law Enforcement Workshops will be conducted each year that are designed to inform community members about how to support law enforcement efforts to investigate and solve major crimes. Workshops will be held in local schools and community-based organizations. TMCU task force officers will administer a pre-survey of participants regarding their knowledge and understanding about the types of major crimes taking place within Tehama County, provide specific major crimes information, answer questions, and administer a post-survey of participants regarding their new

knowledge and understanding acquired during the workshop. Assessment of the Law Enforcement Workshops component will be through the collection and analysis of the pre-post surveys. The TMCU project goals and measurable objectives that will be implemented to achieve goals are described below. See Appendix D for Project Work Plan.

- TMCU Goal 1: The TMCU project will provide major crimes investigations to law enforcement agencies within Tehama County to help mitigate the lack of investigative resources.

- o Objective 1.A: By March 2024 and thereafter, there will be a 10% decrease in the number of violent crimes committed by adults as measured by county-wide UCR data.

Data from 2019-2020 combined from Red Bluff Police Department, Corning Police Department and Tehama County Sheriff's Office showed a 27% increase in violent crimes being reported county wide (FBI UCR Data).

- TMCU Goal 2: The TMCU project will increase awareness within the Tehama County community of how the community can support law enforcement efforts to investigate and solve major crimes.

- o Objective 2.A: By March 2024 and thereafter, the TMCU project will increase by 50% awareness within the Tehama County community of how the community can support law enforcement efforts to investigate and solve major crimes as measured by TMCU community workshop pre-post participant surveys.

Baseline data will be generated from pre-participant surveys administered at each workshop.

The TMCU project is linked to the JAG Program Purpose Area Law Enforcement Programs by its design to centralize the investigative tasks of Tehama County law enforcement agencies that are responsible to conduct criminal investigations of major crimes.

The corresponding Areas of Need for Violent Crime Reduction and Drug Enforcement are effectively addressed within the scope of the TMCU task force because of the direct relationship it has with the prevention and reduction of major crimes in Tehama County.

The current need is not met with existing resources because there exists a high level of inter-jurisdictional major crimes, but the law enforcement agencies throughout the county have limited fiscal resources that are insufficient to provide the overtime pay necessary to properly investigate criminal behavior and major crimes. There is also a lack of fiscal resources too to provide enforcement officers with sufficient investigatory training to effectively or efficiently handle the major crimes case load across the county. Additionally, the Tehama County Sheriff's Office, that will provide in-kind funding for the TMCU Lieutenant, needs JAG funding for a TMCU Data Analyst who will direct the interagency investigation activities and manage the statistics and data for monitoring and reporting purposes.

2.2 The TMCU Steering Committee identified two target populations along with the evidence-based and promising intervention approaches that have proven most successful to rural counties similar to Tehama County. First, there are multiple studies that show the "strong" likelihood that an evidence-based major crimes program

will make measurable changes in the primarily adult male and female offenders.

The identified need for a major crimes unit with the capacity and training to conduct timely and efficient criminal investigations will require the participation of multiple agencies. The TMCU task force will be comprised of the TMCU Lieutenant and investigative agents representing Red Bluff PD, Corning PD, Tehama County Probation, CHP and the District Attorney; the primary providers of policing in the county. The TMCU will centralize the investigative tasks of law enforcement agencies responsible to conduct criminal investigations of all major crimes including murder, rape, robbery, aggravated assault, motor vehicle theft, financial crimes, fugitives from justice, and cases involving children that occur in Tehama County.

The use of specialized TMCU agents working from a centralized location provides superior support and reflects sound management of resources to ensure that the needs of both crime victims and community members are met. The expected outcomes of deploying the most qualified agents to investigate the most serious crimes is 1) a decrease in the major crime rate in the county, and 2) an increase in the feeling of safety and security within the community afforded by the knowledge that serious criminal offenses are being thoroughly investigated and criminals are being held accountable.

The Tehama County Department of Education (TCDE), Tehama County Public Health Services Agency, Tehama County Board of Supervisors, and Empower Tehama have a long history of collaborative endeavors with the Tehama County Sheriff's Office and will be informal participants in the project. The contract with the Center for Evaluation and Research (CER) for program evaluation services will continue. CER has over 20 years of successful state and federal grant program evaluation experience including Board of State and Community Corrections funded grants including several current projects in Tehama County.

2.3 The intervention being proposed for implementation has research that supports it as both an evidence-based strategy and as a promising project. The proposed intervention is the continuation of a Tehama County Sheriff's Office major crimes unit task force, "Tehama Major Crimes Unit" (TMCU). The TMCU project is based on an evidence-based strategy outlined in the U.S. Department of Justice Harvard Kennedy School research on the effectiveness of criminal investigations March 2011 publication "Moving the Work of Criminal Investigators Towards Crime Control." The research shows that experienced investigators hold valuable information on recurring crime problems and can occupy a central role in developing creative responses to stopping some crimes instead of mostly responding to them. The intervention reflects the proven strategy that incorporates investigative knowledge and actions into a major crimes unit of trained criminal investigators with specialized expertise in: 1) interviewing skills for victims, witnesses, and offenders; 2) the development and management of informants; 3) conducting covert

surveillance using advanced surveillance technologies; 4) identifying and locating potential witnesses and sources of intelligence; 5) preserving and developing evidence; 6) preparing cases for prosecution and liaising with prosecutors; 7) protecting, managing and preparing witnesses for trial; 8) the sequencing of investigative steps to optimize the chances for success; and 9) maintaining knowledge of, and in some cases relationships with, criminals and criminal groups.

The skills listed above contribute to the ability of major crimes investigators to handle a case from its start as a crime incident report to finish its conclusion as a conviction. Currently, patrol officers in Tehama County are unable to accomplish this, except in very simple cases, because the structure and schedule of normal patrol operations and funding do not allow for it.

Research also shows that a major crimes unit is a promising approach in that crimes tend to cluster among a few problem offenders, victims and places. According to a Lexipol article in 2019, authored by Captain Jason Potts of the Vallejo Police Department; it is estimated that 3-5% of the population commit 50-60% of crime. Similar to an 80/20 theory that 80% of crime might be committed by 20% of the population. Partnering with probation and the District Attorney's office to avoid random patrol and instead focus on hot spots when crime tends to be at its peak is a good use of limited resources while still providing valuable public safety. This technique has become a critical plan for time-management as our department has recently had to limit the amount of day patrol due to a decline in staffing. Research also shows that a data-driven analytic approach, led and supported by specially trained investigators, would best position policing in Tehama County to effectively deal with recurring problems that generate the bulk of crimes (Weisburd and Eck, 2004; Weisburd et al., 2010).

The January 2018 Police Executive Research Forum publication "The Changing Nature of Crime and Criminal Investigations" indicates that major crimes units have been effective elsewhere. The Critical Issues in Policing Series document uses case studies from around the country to describe how the implementation of major crimes units have been effective by investing more heavily in real-time crime analysis and digital evidence capabilities that have had the impact of increased coordination among local law enforcement agencies and speeding up criminal investigations that are successful in solving major crimes cases.

The outcomes achieved in several jurisdictions that have implemented major crimes units support using the proposed TMCU in Tehama County to achieve its goals and objectives. For example, in 2008 the Milwaukee Police Department implemented a major crimes unit as one of its efforts to reduce crime. Since 2008, overall violent crime has declined by 31 percent while property crimes have decreased by 16 percent. Homicides declined 32 percent the first year and have remained steadily below the prior 20-year average.

Furthermore, UCR clearance rates have improved. The clearance rates for homicide, rape, robbery, burglary and theft all now exceed national standards (NIJ, 2011).

Major crime data in Tehama County shows that most major crimes offenders have extensive criminal histories with antisocial peers, substance abuse, and low self-control criminogenic factors. Second, the Center for Evidence-Based Crime Policy's Evidence- Based Policing Matrix describes how highly proactive tactics like TMCU law enforcement investigations and TMCU Law Enforcement Workshops that focus on early risk factors developed from patterns of crime and criminality help to reduce the possibility of crimes occurring over the long term.

A 2013 survey of 429 county residents showed that 69% felt unsafe walking in their neighborhood at night. More than 80% of survey respondents felt police presence was inadequate. Furthermore, a survey of over 1,500 students found that 7% of students in grades 6-12 felt unsafe walking to and from schools (EFPN School Climate Survey, 2018). TMCU will provide a series of community workshops specifically designed to inform community members about how to support law enforcement efforts to investigate and solve major crimes, which will increase the feeling of safety within the community.

The TMCU project ensures that all program components are being monitored, assessed and adjusted as necessary using a rigorous evaluation component that ensures an ongoing continuous improvement process of real-time data analysis for decision-making and for making any necessary project changes. The TMCU Lieutenant and Data Analyst will coordinate with the local evaluator on a regular basis and produce ad hoc local evaluation reports as well as the mandatory BSCC quarterly progress reports remained steadily below the prior 20-year average. Furthermore, UCR clearance rates have improved. The clearance rates for homicide, rape, robbery, burglary and theft all now exceed national standards (NIJ, 2011). Numerous rural California counties (Shasta, Nevada, Marin, Humboldt, etc.) with demographics and geography similar to Tehama County operate major crimes units with success in resolving major crimes cases. For example, the Marin County Major Crimes Task Force (MCTF) states 2018 annual report state, "Unlike our local jurisdictional law enforcement agencies, the MCTF has the ability to conduct in-depth, lengthy narcotic investigations. We have the ability and resources to follow our investigations throughout and outside of the county, including out of state and, on a limited basis, out of country." The statement mirrors the TMCU goals and objectives to:

- 1) provide major crimes investigations to law enforcement agencies within Tehama County that will increase the number of major crimes investigations in the county, and
- 2) increase awareness within the Tehama County community of how the community can support law enforcement efforts to investigate and solve major crimes. The TMCU major crimes unit and community awareness interventions has been shown to be effective in both urban and rural environments (MCTF 2018).

The TMCU already has in place the support factors necessary for a major crimes unit to be mobilized in the county through firm commitments with multiple stakeholders and existing interagency collaboration among criminal justice providers. These commitments make it possible for the project to be ready for implementation in June 2023.

### **SECTION 3: COLLABORATION**

**3.1 The TMCU Steering Committee will oversee the management and decision-making process for the project. The committee consists of key decision makers from criminal justice, health, education, and other community providers. The TMCU Steering Committee is directed by an elected leader and is co-facilitated by the Tehama County Sheriff Office. The committee is charged with overseeing the TMCU task force's progress toward meeting its stated timelines, goals and objectives, and to engage in ongoing progress monitoring, program improvement strategies, and project evaluation activities. For Letters of Agreement see Appendix F.**

The TMCU Local JAG Steering Committee Roster (see Appendix E), which is comprised of full and balanced representation from both traditional and non-traditional stakeholder groups whose experience and expertise are directly related to the project need. The members represent the law enforcement, educational institutions, and the community at-large. The Steering Committee consists of: Michael Pizzi, Commander California Highway Patrol; Kyle Sanders, Red Bluff Chief of Police; Richard Muench, Chief Probation Officer Tehama County Probation; Rich DuVarney, Superintendent Tehama County Department of Education; Jared Caylor, Superintendent Corning Union High School District; Michael Brown, Director Empower Tehama.

**3.2 The TMCU project's process to identify, recruit and engage steering committee members began by reaching out to the leaders of the largest agencies and organizations in the county and engaging them in discussions about the TMCU goals and objectives. These members have been active in the development and approval of the TMCU proposal and look forward to its implementation. The previous steering committee included representatives from health and social services and tribal communities. We plan to continue to maintain relationships with them as we operate this grant cycle. The TMCU Steering Committee will meet regularly to maintain continuous improvement activities in consultation with the TMCU project evaluator.**

**3.3 There is balanced representation from traditional and non-traditional stakeholders on the TMCU Steering Committee, which is a major strength of the project. Stakeholders represent education, law enforcement and violence prevention from across the county that will collaborate to effectively monitor the progress in meeting TMCU project goals and objectives.**

**3.4 Full participation and voting rights are ensured for all TMCU Steering Committee members through regularly scheduled steering committee meetings for which the dates, times, and locations are publicized in advance. The steering committee planning as well as future ad hoc work groups are comprised of a cross-section of stakeholders with equal input in establishing policy and equal votes on each solution.**

**3.5 The TMCU process used to identify the problem areas and develop strategies is linked to county-wide collection and analysis of major crime data from the law enforcement agencies across the county. The data showed a clear and compelling need for a major crimes unit with the capacity and training to conduct timely and efficient criminal investigations to assist local law enforcement agencies that lack the necessary resources to effectively conduct major crimes investigations on their own. The Tehama County Sheriff's Office has the capacity to provide a TMCU Lieutenant who will provide the leadership for the funded Byrne JAG TMCU task force project.**

**3.6 The process used to establish and maintain collaboration as it relates to supporting the TMCU project is, at its core, a collaborative project that coordinates major crimes investigations across the law enforcement organizations within the county. The TMCU project has engaged all of the major human service providers within the county as well as coordination with the largest existing community collaborative (Tehama County Interagency Council, Health Partnership, Promise Neighborhood, and Expect More Tehama). TMCU has had an open invitation for community members to participate in the project and, once funded, expects to enhance and maintain the collaborative process through public TMCU Steering Committee meetings by rotating the meeting locations in the rural county to enhance participation.**

**3.7 The TMCU Steering Committee's ongoing role throughout the project will be to provide oversight including the coordination of services and continuous improvement. The TMCU project evaluator will work with the steering committee on how to use major crime data and related statistics to make evidence-based decisions to guide project activities and monitor progress. Steering committee members will be given ongoing opportunities to discuss the data, accurately analyze it, and apply the results appropriately and ethically to the project's goals and objectives. The project's local evaluator will provide guidance regarding the appropriate and ethical use of data to help ensure accuracy, validity, and reliability. Results will be used in a variety of ways to identify progress toward meeting objectives, explore disparities, and target strategies for change. In this manner, the TMCU Steering Committee will successfully use data to inform practice and guide improvement of the major crimes task force.**

## **SECTION 4: CAPABILITY AND QUALIFICATIONS**

**4.1 The Tehama County Sheriff's Office (TCSO) has the ability to conduct the proposed project as one of the largest employers in the county with a budget exceeding 21 million dollars and has 12 full-time support staff and access to the County's full-time auditor-controller. TCSO oversees the policing responsibilities for over 90% of the geographical area in the county. TCSO is already involved in multiple interagency programs including an interagency drug task force. The department has experienced staff to insure the complete, successful implementation of all program components.**

**4.2 The Tehama County Sheriff's Office's experience and capability to conduct the project is affirmed by its experience and expertise as the current coordinator of intra-agency efforts targeting drug manufacturing and trafficking. The new TMCU project builds on this effort by providing leadership in major crimes investigations and through ongoing data analysis.**

**4.3 The JAG Steering Committee members' experience and expertise is substantial: the Sheriff-Coroner has over 30 years of law enforcement experience, the District Attorney has over 30 years of legal experience, the CHP Commander has over 15 years in law enforcement, the Red Bluff Chief of Police has over 20 years in law enforcement, the Corning Chief of Police has over 20 years in law enforcement, the Chief Probation Officer has over 20 years in law enforcement, the Tehama County Department of Education Superintendent has over 25 years of education experience, Corning Union High School District Superintendent has over 15 years of education experience, the Empower Tehama Director has over 20 years of experience working with the at-risk population, Corning Promise Director has over 20 years of education experience, the Tehama County Health Agency Executive Director over 20 years of experience working in public health, mental health, and substance abuse prevention and treatment, and the Tehama County Social Services Director has over 20 years of experience working with the at-risk population.**

**4.4 The Tehama County Sheriff's Office will hire one full-time Administrative Secretary to oversee office management of the Tehama County Major Crimes Unit. This person will have access to Sergeants, Lieutenants, the Captain, Assistant Sheriff and Sheriff-Coroner who have decades of experience working for our department. This person will maintain records, manage data entry, submit reports, coordinate meetings and assist in preparing and planning for community events.**

**4.5 The Tehama County Sheriff's Office's experience and current qualified key project staff will provide and manage TMCU services. The Sheriff's Administrative Secretary has nearly 20 years of experience with the department, including managing the TMCU. This person is available to provide on-the-job training to the newly hired Administrative Secretary that will be assigned to TMCU. The Captain has been with the department since 2008. The Lieutenant has been**



with the department since 1998, the Sergeant has been with the department since 2005. There are three detectives working within the TMCU with nearly 40 years of combined experience with our department.

4.6 The TMCU Steering Committee oversees projects and provides approval for purchases. All requests for purchases through the grant are signed off by the Lieutenant and the Administrative Secretary will follow standard procurement processes within the Department for purchasing. Data for reports is gathered by the Administrative Secretary and given to the financial department for the grant coordinator to submit quarterly reports.

4.7 The TMCU project is ready to continue all programming by June 1, 2023 because all of the collaborative agreements are already in place and the partners are eager to continue the agreed upon work. The TMCU partner agencies and organizations have a long history of effective collaboration that will make the start-up an efficient and seamless process. The attached letters of commitment and agreement detail the commitments we expect from project partners.

## **SECTION 5: PROJECT EVALUATION & MONITORING**

5.1 The plan for assessing the effectiveness of the overall three-year JAG strategy includes: The Administrative Secretary assigned to TMCU will manage data entry of major crime unit data and process quarterly collection and analysis of violent and property crime reports from county law enforcement agencies. Community awareness data will be assessed through quarterly collection and analysis of community workshop pre-post participant surveys. Reports will be shared with third-party independent company to assist with further evaluation of data.

The TMCU research design that will be used to complete the evaluation includes the impact that major crimes unit investigations has on changes in the UCR violent and property crime data (2018 UCR data will serve as the baseline). The TMCU project will use a pre/post design to measure the impact of the community law enforcement workshops.

### **5.2 The TMCU program indicators**

Goal 1: The TMCU project will provide major crimes investigations to law enforcement agencies within Tehama County

Goal 2: The TMCU project will increase awareness within the Tehama County community of how the community can support law enforcement efforts to investigate and solve major crimes.

The TMCU program objectives

Objective 1: By March 2020 and annually thereafter, there will be a 10% decrease in the number of violent crimes committed by adults as measured by county-wide UCR data

Objective 2: By March 2020 and annually thereafter, the TMCU project will increase 50% awareness within the Tehama County community of how the community can support law enforcement efforts to investigate and solve major crimes as measured by TMCU

community workshop pre- post participant surveys.

### **5.3 Process evaluation**

The estimated number of participants in the program components are as follows: the major crimes unit will not have specific participants; however, the entire county community is at 63,000 inhabitants; the community law enforcement workshops will involve approximately 250 adults and 1000 students annually.

The tracking of participants in the community law enforcement workshops will be conducted through sign-in sheets and pre-post workshop surveys.

A TMCU data system will document the services provided to the Tehama County law enforcement agencies to help measure the impact that the specialized TMCU investigations have on their productivity. TMCU Administrative Secretary will oversee the coordination and analysis of investigations and data collection for the major crimes unit that will include timesheets, logs, and reports that detail program activities.

### **Outcome Evaluation**

The method used to determine if the program "worked" in terms of achieving the program set goals will be conducted through project evaluation analysis of baseline major crimes statistics, follow-up crime reports, and closed case records as well as pre-post analysis of law enforcement workshop surveys.

The outcome variables that will be tracked are property and violent crime reports/arrests and law enforcement community workshops.

The outcomes that will be tracked, are a decrease in property and violent crime and increase in community awareness of how to assist in the prevention and resolution of major crimes.

The criteria for determining participants' success/failure in the project are a 10% decrease in violent crimes and a 50% increase in community awareness of how to assist in the prevention and resolution of major crimes.

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### **Budget Instructions**

**Applicants are required to submit a Proposal Budget and Budget Narrative (Budget Attachment). Upon submission the Budget Attachment will become Section 6: Proposal Budget (Budget Tables & Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Narrative. The grant budget must cover the entire grant period. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website at [http://www.bscc.ca.gov/s\\_bsccjag/](http://www.bscc.ca.gov/s_bsccjag/).**

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SECTION IV - MANDATORY ATTACHMENTS	<b>This section list the attachments that are required at the time of submission. Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds (Appendix C) Project Work Plan (Appendix D) JAG Steering Committee Roster (Appendix E) Letter of Agreement or Operational Agreement (Appendix F and G) Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix K)</b>
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Criteria for Non-Governmental Organizations Receiving Grant Funds (Appendix C)

[\*\*Appendix-C-Criteria-for-Non-Governmental-Organizations\\_signed.pdf\*\*](#)

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Project Work Plan (Appendix D)

[\*\*Appendix-D-Project-Work-Plan.docx\*\*](#)

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JAG Steering Committee Roster (Appendix E)

[\*\*Appendix-E-JAG-Steering-Committee-Roster.docx\*\*](#)

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Letter of Agreement (Appendix F)

[\*\*Appendix-F-Letters-of-Agreement.pdf\*\*](#)

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Sample Operational Agreement (Appendix G)

[\*\*Appendix-G-Operational-Agreements.pdf\*\*](#)

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Certification of Compliance with BSCC Policies On Debarment, Fraud, Theft, and Embezzlement (Appendix K)

[\*\*Appendix-K-BSCC-Policies-on-Debarment-Fraud-Theft-and-Embezzlement.pdf\*\*](#)

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OPTIONAL: Governing Board Resolution

[\*\*Appendix-J-Governing-Board-Resolution.doc\*\*](#)

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OPTIONAL: Bibliography	n/a
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CONFIDENTIALITY NOTICE:	<b>All documents submitted as a part of the Edward Byrne Memorial Justice Assistance Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)</b>
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## Appendix C: Criteria for Non-Governmental Organizations Receiving BSCC Grant Funds

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The Edward Byrne Memorial Justice Assistance Grant (JAG) Program Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving JAG funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives JAG funding (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six (6) months prior to the effective date of its fiscal agreement with the BSCC or with the JAG grantee;
  - Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grantee subcontractor fiscal agreement;
- Be a nonprofit and recognized by the Internal Revenue Service as a 501(c)(3) organization;
- Be registered with the California Secretary of State's Office;
- Have an Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
- Have a valid business license, if applicable;
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address in the State of California.
  - An agent for service of process with a California address is insufficient.

In the table below, provide the name of the Grantee and list all contracted parties.


### Grantee: Tehama County Sheriff's Office

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
Center for Evaluation and Research	PO BOX 990063 Redding, CA 96099	<a href="mailto:cbarnett@ceronline.com">cbarnett@ceronline.com</a> 530-224-7704	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to the BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the JAG RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

**A signature below is an assurance that all requirements listed above have been met.**

  
Dave Hencratt (Nov 30, 2022 13:10 PST)

<b>AUTHORIZED SIGNATURE</b> (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER Dave Hencratt	TITLE Sheriff-Coroner		TELEPHONE 530-529-7950
STREET ADDRESS 22840 Antelope Blvd.	CITY Red Bluff	STATE CA	ZIP CODE 96080
EMAIL ADDRESS <a href="mailto:dhencratt@tehamaso.org">dhencratt@tehamaso.org</a>			

## **Appendix D: Project Work Plan Instructions**

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JAG applicants must complete a Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties, and a timeline (see template below).

Completed Project Work Plans should (1) identify the project's top goals and objectives; (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals, objectives, and measures with a clear relationship to the need and intent of the grant. Applicants must use the Project Work Plan Template provided below.

This Project Work Plan does not count toward the fifteen (15) numbered page limit for the Proposal Narrative. There are no margin, spacing or font restrictions for the Project Work Plan.

<b>(1) Goal:</b>	Provide major crimes investigations to law enforcement agencies within Tehama County		
<b>Objectives (A., B., C...):</b>	A. 10% decrease in the number of violent crimes committed by adults as measured by county UCR data		
<b>Project activities that support the identified goal and objectives:</b>	<b>Responsible staff/ partners</b>	<b>Timeline</b>	
		<b>Start Date</b>	<b>End Date</b>
1. Continue the centralized investigations of major crimes investigations 2. Continue to deploy specialized TMCU agents to conduct major crimes investigations 3. Utilize equipment to assist in expediting investigations	TMCU agents	6/1/2023	6/30/2026
List data and sources to be used to measure outcomes: Data of weapons recovered, drugs confiscated, cases open/closed, arrests, and asset seizure will be collected and reported quarterly.			
<b>(2) Goal:</b>	Increase awareness within the Tehama County community of how the community can support law enforcement efforts to investigate and solve major crimes		
<b>Objectives (A., B., C...):</b>	A. 50% increase of awareness within Tehama County of how to support law enforcement efforts		
<b>Project activities that support the identified goal and objectives:</b>	<b>Responsible staff/ partners</b>	<b>Timeline</b>	
		<b>Start Date</b>	<b>End Date</b>
1. Community Workshops 2. Pre-Surveys 3. Post-Surveys	TMCU agents	6/1/2023	6/30/2026
List data and sources to be used to measure outcomes: Pre- and Post-surveys distributed at Community Workshops. Center for Evaluation and Research will evaluate, measure, and report on the data.			

## Appendix E: JAG Steering Committee Roster

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### Local JAG Steering Committee – County of Tehama

Name	Title	Agency/Organization	Phone Number	Email Address
Michael Pizzi	Commander	California Highway Patrol	530-527-2034	mpizzi@chp.ca.gov
Kyle Sanders	Chief	Red Bluff Police Department	530-527-3131	ksanders@rbpd.org
Richard Muench	Chief	Tehama County Probation Department	530-527-4052	rmuench@tcprobation.org
Rich DuVarney	Superintendent	Tehama County Department of Education	530-528-7323	rduvarney@tehamaschools.org
Jared Caylor	Superintendent	Corning Union High School District	530-824-8000	jcaylor@corninghs.org
Michaele Brown	Executive Director	Empower Tehama	530-528-0226	michaele@empowertehama.org



1. Salaries and Benefits		
Title	(% FTE <u>or</u> Hourly Rate) & Benefits	Grant Funds
Example (Hourly): Fiscal Manager	\$60/hour x 10 hours/month x 3 years = \$21,600 + benefits @ 22% = \$4,752	\$26,352
Example (FTE): Counselor	.25 FTE @ \$60,000 x 3 years = \$45,000	\$45,000
Administrative Secretary	1 FTE x 2080 includes benefits per year	\$160,000
Overtime Administrative Secretary	\$35.67/hour	\$10,000
Overtime Lieutenant	\$72.045/hour	\$35,000
Overtime Sergeant	\$61.995/hour	\$35,000
Overtime Detective	\$56.145/hour	\$35,000
Overtime Deputy Sheriff	\$43.86/hour	\$35,000
TOTAL		\$310,000

The TMCU staff allocation for Administration Task Force Secretary is for Salaries and Benefit. The position is deemed necessary and will assist in the management of the major crimes task force interagency investigation activities and oversee the TMCU statistics and data for monitoring and reporting purposes. The Cost for this component is \$56,666.67 for one year.

Overtime will be paid from JAG funds to two agents, the Lieutenant, the Task Force Secretary, Evidence Technician, Sergeants, Detectives from the Tehama County Sheriff's Office and Agent from the Tehama County Probation Department.

Funding for overtime will allow the multiple agencies to centralize the investigative tasks of law enforcement increasing consistency and cooperation. The use of specialized agents working from a centralized location provides superior support and reflects sound management of resources increasing the cost effectiveness of investigating major crimes.

Number of individuals and cost per participant is not applicable.

Total direct cost for salaries and benefits are \$113,352.00

## MOD x APPROVAL DATE:

## 2. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	Grant Funds
Example: Supportive Services (bus passes, gas cards)	\$350 x 50 Participants	\$17,500
Cellebrite	Annual Subscription	\$12,000
CellHawk	Annual Subscription	\$18,000
DigitalOnQ	Annual Subscription	\$20,000

	<b>TOTAL</b>	<b>\$50,000</b>

MOD x APPROVAL DATE:

Description of Professional Service(s)	Calculation for Expenditure	Grant Funds
Example: Public Defender	Statewide Program Rate	
Red Bluff Police Department	OT rate \$83.31/hr	\$60,000
Corning Police Department	OT rate \$64.97/hr	\$60,000
Tehama County Probation Department	OT rate \$54.72/hr	\$60,000
Tehama County District Attorney	OT rate \$64.97/hr	\$60,000
<b>TOTAL</b>		<b>\$240,000</b>

## MOD x APPROVAL DATE:

Description of Subcontract	Calculation for Expenditure	Grant Funds
Example: Private Industrial Council	Training Class \$450 x 25 participants	\$11,250
n/a		
<b>TOTALS</b>		<b>\$0</b>

## MOD x APPROVAL DATE:

Description of Equipment/Fixed Asset	Calculation for Expense	Grant Funds
Example: Purchase of Vehicle	Toyota Prius @ Market Value	\$24,000
Ballistic Gear		\$17,000
Farraday Equipment		\$5,000

<b>TOTALS</b>		<b>\$22,000</b>

#### Equipment/Fixed Assets Narrative:

These are tools we purchased during the 641-19 grant and they require annual subscription to continue to utilize these products. The Cellebrite tool has been used to extract evidentiary data from hand held electronic devices for comparison, analysis and locating co-conspirators in crucial in modern law enforcement.

#### MOD x APPROVAL DATE:

#### 6. Data Collection and Progress Reporting

*Must be at least 5 percent of the total grant award*

Description	Grant Funds
Example: Data Collection & Reporting Efforts @ 5%	\$10,329
Data Collection & Reporting Efforts (CER)	\$33,000
<b>TOTAL</b>	<b>\$33,000</b>

#### Data Collection and Progress Reporting Narrative:

*Must be at least 5 percent of the total grant award*

The Center for Evaluation and Research, LLC will oversee the process and summative evaluation components. The evaluator will work with staff for continuous improvement and to measure the project's process toward meeting it's stated goals and objectives.

Part-time (25 days, \$25,000)

Number of individuals and cost per participant is not applicable.

Total direct cost for Data Collection, Reporting and Evaluation Efforts is \$25,000

#### MOD x APPROVAL DATE:

#### 7. Other (Travel, Training, etc.)

Description	Calculation for Expense	Grant Funds
Example: Training Classes	\$500/partipant x 30 participants	\$15,000
Travel/Training Class	Cellebrite training	\$4,500
Travel/Training Class	BSCC Grantee Orientation	\$500
<b>TOTAL</b>		<b>\$5,000</b>

#### Other (Travel, Training, etc.) Narrative:

One agent from the Tehama County Sheriff's Office will attend a training related to Cellebrite.

This initial training is critical to the success of the TMCU grant. Trained personnel will provide training to the other agents within the TMCU which will increase the efficiency and cost effectiveness of investigative activities. We have experienced a high turnover rate resulting in low staffing and want to be prepared if we do need to send an agent to this training.

BSCC Grantee Orientation in July 2023 will be a one-day training that TMCU representative will attend.

Number of individuals and cost per participant is not applicable.

Total direct cost for Other is \$5,000

#### MOD x APPROVAL DATE:

#### 8. Indirect Costs

For this grant program, indirect costs may be charged using only one of the two options below:

Option 1) Indirect costs will be charged using a Federally approved Negotiated Indirect Cost Rate (NICR). Enter your approved NICR percentage as a number (e.g., 25, 31, 32.25) in cell E277. Your project indirect costs cannot exceed the total shown in cell G277. If using Option 1, enter the amount to be charged to indirect costs in cell H277. <b>*If the amount entered in H277 turns red, please adjust it to not exceed the line item limit noted in G277</b>				Grant Funds
	0%	\$660,000	\$0	\$0

Option 2) Indirect costs will be charged using the Federal De Minimis, 10% of Modified Total Direct Costs, calculated as 10% multiplied by ( total direct costs, minus equipment, plus up to the first \$25,000 of each subcontract (cell F278)). If using the Federal De Minimus, your project indirect costs cannot exceed the total shown in cell G278. If using Option 2, enter the amount to be charged to indirect costs in cell H278. <b>*If the amount entered in H278 turns red, please adjust it to not exceed the line item limit noted in G278</b>	10.00%	\$638,000	\$0	\$0
TOTAL				\$0
Indirect Costs Narrative:				

MOD x APPROVAL DATE:

### Section VIII: Project Budget and Budget Narrative

**2022 JAG**      **Applicant County:**      Tehama

#### Program Purpose Area Allocations

Applicants must allocate all JAG grants funds to one or more of the Program Purpose Areas (PPA) as described in the Request for Proposal. No JAG funds may be expended outside of the JAG priority PPAs. For the purposes of proposal scoring, no PPA shall carry more weight than another. The totals for each year in the Program Purpose Area (PPA) Funding Table must equal the total grant funds requested.

Program Purpose Area Funding Table	Total Grant Award
Total Grant Funds Requested	\$660,000
1. Law Enforcement Programs	\$660,000
2. Prosecution and Court Programs	
3. Prevention and Education Programs	
5. Drug Treatment and Enforcement Programs	
8. Mental Health and Related Law Enforcement and Corrections Programs	
<i>PPA allocations must equal the total grant funds requested*: Totals</i>	<b>\$660,000</b>

\* If PPA allocation totals show as red font, they do not equal the amount of grant funds requested as required.

Project Budget Table	
Budget Line Item	Grant Funds
1. Salaries and Benefits	\$310,000
2. Services and Supplies	\$50,000
3. Professional Services	\$240,000
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Equipment/Fixed Assets	\$22,000
6. Data Collection, Reporting and Evaluation <i>Must be at least 5 percent of the total grant award</i>	\$33,000
7. Other (Travel, Training, etc.)	\$5,000
8. Indirect Costs	\$0
<b>TOTAL</b>	<b>\$660,000</b>