

**Memorandum of Understanding  
Between the City of Fort Worth, TX and City of North Richland Hills, TX  
FY 2015 Byrne Justice Assistance Grant**

1. **PARTIES.** The parties to this Memorandum of Understanding (“MOU”) are the City of Fort Worth, Texas (“Recipient”) and City of North Richland Hills, Texas (“Subrecipient”).
2. **AUTHORITY.** This MOU sets forth the Recipient’s and the Subrecipient’s responsibilities under the U.S. Department of Justice (“DOJ”), Bureau of Justice Assistance, Fiscal Year 2015 Byrne Justice Assistance Grant (JAG).
3. **PURPOSE.** The purpose of this MOU is to enhance the working relationship between the parties in order to facilitate effective implementation of the FY 2015 Byrne JAG, in compliance with the DOJ Program requirements. Once awarded, grant funds in the amount of \$9,570.00 shall provide for partial salary and fringe benefits for a crime victim liaison for the North Richland Hills Police Department as outlined in the Budget Narrative, attached as “Exhibit A” and incorporated by reference as part of this MOU.
4. **RESPONSIBILITIES:**

**A. Recipient:**

- 1) The Recipient is the cognizant fiscal agency of the FY 2015 Byrne JAG Funds and agrees to participate in a collaborative manner with the Subrecipient throughout the life of the grant.
- 2) After the FY 2015 Byrne JAG is awarded, the Recipient shall facilitate and manage the grant throughout the life of the grant, as required by the grant award contract.
- 3) The Fort Worth Police Department – Program Support Division – Grants and Program Management Section (PSD GPMS) will oversee the administration, procurement, and reporting of the Subrecipients’ grant-funded activities. PSD-GPMS shall review, approve, and/or request approval from DOJ for any written requests by Subrecipient to modify the terms of Exhibit A.
- 4) The Recipient shall reimburse the Subrecipient an amount not to exceed \$9,570.00 from available grant funds for approved services and expenses rendered in accordance with the terms of this MOU upon receipt of a proper and verified invoice with satisfactory program accompanying documentation of services provided. The reimbursement made to the Subrecipient shall not exceed actual costs incurred to provide the services under this MOU. Actual costs, both direct and indirect, must be reasonable and allowable as those terms are defined and explained in the Office of Management and Budget 2 CFR Chapter I, Chapter II, Part 200.

**B. Subrecipient:**

- 1) Participate in a collaborative effort with the Recipient in the application, administration, and implementation of the FY 2015 JAG, collaboration to last throughout the life of the grant.
- 2) Meet all requirements pertaining to administration, procurement, and reporting in connection with the FY 2015 Byrne JAG. Requirements to be met include those found in (1) the Office of Management and Budget circulars, (2) the Office of Justice Programs Financial Guidelines, (3) Exhibit A to this MOU, entitled "FY 2015 JAG Budget Narrative", which is incorporated by reference as part of this MOU, and (4) "Exhibit B" to the MOU, entitled "Award Document" which is incorporated by reference as part of this MOU.
- 3) Maintain full documentation supporting fulfillment of the requirements set forth above. All such documentation shall be furnished to Recipient upon request if necessary for Recipient to fulfill its obligations under the FY 2015 Byrne JAG Grant. If this documentation is not maintained and furnished to Recipient on request, Recipient may exercise all remedies available under this MOU, including the right to withhold payment to Subrecipient or terminate this MOU as described herein.
- 4) Submit to the Recipient monthly performance reports regardless of level of activity. In addition, the Subrecipient shall submit program updates and other reports requested by the Recipient and DOJ in appropriate format and on a timely basis; and make available at reasonable times and for reasonable periods records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the Recipient, U.S. Department of Justice, Bureau of Justice Assistance or their authorized representatives. The monthly reports are due to the Recipient no later than the 15<sup>th</sup> calendar day of the following month. The monthly performance reports must contain the following information:
  - a) A detailed list of all projects or activities for which FY 2015 Byrne JAG funds were expended or obligated during the previous month, including:
    - (1) The name of project or activity;
    - (2) A description of project or activity; and
    - (3) An evaluation of the completion status of the project or activity.
- 5) Submit monthly Request for Reimbursement (RFR) forms and vendor report forms with an original signature by an authorized representative to Grant Specialist PSD Fort Worth Police Department, 505 West Felix Street, Fort Worth, TX 76115 no later than the 15<sup>th</sup> calendar day of the month following expenditures. Reimbursements by the Recipient will not be made until after receipt of an acceptable and approved RFR and a monthly programmatic report from the Subrecipient. Reimbursements shall be made within 30 days receipt of said documents. The monthly RFRs and Vendor Report Forms must contain the following information:
  - a. The amount of FY 2015 Byrne JAG funds that were expended to projects or activities during the previous month; and

b. The amount of FY 2015 Byrne JAG funds that were obligated during the previous month.

- 6) Submit any and all proposed changes to the attached budget to the Recipient prior to any expenditure deviation from approved budget. No expenditures inconsistent with the attached budget shall be made by Subrecipient prior to receiving written approval from Recipient. Failure to obtain pre-approval for deviations from budget may result in a denial of reimbursement.
- 7) Maintain financial, programmatic, and supporting documents, statistical records, and other records pertinent to claims submitted during the contract period for a minimum of five (5) years after the termination of the contract period, or for five (5) years after the end of the federal fiscal year in which services were provided. Such records shall be available to Recipient for investigation, examination and audits as necessary. If any litigation, claim, or audit involving these records begins before the fifth (5) year period expires, the Recipient will notify the Subrecipient of such litigation, claim or audit, and Subrecipient will be responsible for maintaining the records and documents for not less than three (3) years after the final conclusion of all litigation, claims, or audits. Litigation is considered resolved when a final order is issued, or a written agreement is entered into between the DOJ, Recipient and Subrecipient. Audits are considered concluded upon the closure of the audit covering the entire award period.

**5. PERFORMANCE.** Recipient will monitor and evaluate Subrecipient's performance using the goals and performance standards required in this MOU. Substandard performance as determined by Recipient, including noncompliance with any applicable regulation, will constitute noncompliance with this MOU. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified in writing by Recipient, procedures to suspend or terminate the MOU will be initiated.

**6. COMPENSATION.** Payment by Recipient to Subrecipient shall require completion of all Recipient forms and copies of adequate supporting documentation verifying eligibility of expenses.

Subrecipient will not commingle grant funds with any other funds in any manner that would prevent Recipient from readily identifying expenditures for the FY 2015 Byrne JAG grant.

## **7. SUBRECIPIENT MONITORING AND MANAGEMENT**

A. Pursuant to 2 C.F.R. Section 200.331, the following information is applicable to Subrecipient's FY 2015 Byrne JAG Award:

- (1) Federal Award Identification – 2015–DJ–BX–0699
- (2) Subrecipient's Name – City of North Richland Hills
- (3) Subrecipient's unique entity identifier – 097-985-824
- (4) Federal Award Identification Number (FAIN) – 2015-DJ-BX-0699
- (5) Federal Award Date – 08/13/2015

- (6) Subaward Period of Performance Start and End Date – 08/01/2016 – 09/30/2018
- (7) Amount of Federal Funds obligated by this action - \$518,315.00
- (8) Total Amount of Federal Funds obligated to the subrecipient - \$9,570.00
- (9) Federal award project description - FY15 Justice Assistance Grant Collaboration with Fort Worth, Tarrant County, Arlington, Bedford, Hurst, and North Richland Hills.
- (10) Name of Federal Awarding Agency, Pass-Through Entity - Department of Justice passed through the City of Fort Worth
- (11)CFDA Number and Name – 16.738 Edward Byrne Memorial Justice Assistance Program
- (12) Identification of whether the award is R&D- This award is not being utilized for research or development.
- (13) Indirect cost rate for the Federal award- The Subrecipient did not request reimbursement for indirect costs.

## 8. CERTIFICATIONS

### A. Subrecipient hereby assures and certifies that:

1. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victim of Crime Act (42 U.S.C. § 1064(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 1231-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
2. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form – LL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
4. If any funds have been paid or will be paid to purchase law enforcement equipment, the Subrecipient shall comply with Executive Order 13688 (“Federal Support for Local Law Enforcement Equipment Acquisition”). The term “law enforcement equipment” includes, but is not limited to administrative equipment such as office furniture and computers. It

also includes military and military-styled equipment, firearms, tactical vehicles, including property covered under 22 C.F.R. 121 and 15 C.F.R. Part 774.

## **9. POINTS OF CONTACT**

### **A. Recipient**

The primary point of contact for Recipient is Grant Specialist, telephone number: (817) 392-1789, email address: FWPD-Grants-Programs@fortworthtexas.gov. Monthly RFRs should be submitted, in writing, to the Fort Worth Police Department, 505 West Felix Street, Fort Worth, TX 76115, Attention: Grant Specialist.

Performance reports should be submitted by the Project Directors of the aforementioned FY 2015 Byrne Justice Assistance Grant programs in writing to Fort Worth Police Department, 505 West Felix Street, Fort Worth, TX 76115, Attention: Grant Specialist.

### **B. Subrecipient**

The primary point of contact for Subrecipient is Ken Bounds, telephone number: (817) 427-7003 email address: kbounds@nrhtx.com, mailing address: 4301 City Point Drive, North Richland Hills, Texas, 76180.

### **C. Recipient and Subrecipient**

Before any item included in an RFR would be denied as unallowable, Recipient agrees to confer with Subrecipient to allow for clarification and explanation. Recipient agrees to memorialize in writing any oral conversations concerning this subject matter.

**10. ENTIRETY OF UNDERSTANDING.** This MOU, including Exhibits A and B and any documents incorporated specifically herein by reference, contains the entire understanding between the parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement or other documents are hereby declared null and void to the extent they may conflict with any provision of this MOU.

**11. IMMUNITY.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this MOU.

**12. INDEPENDENT CONTRACTOR.** By executing this MOU, the parties agree to work together to secure grant funding for the Adult Drug Court and Mental Health Law Liaison Program as outlined. However, the parties to this MOU do not intend to enter into a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Recipient shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Subrecipient. Likewise, Subrecipient shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Recipient.

Neither Recipient nor Subrecipient shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, employees, or officers of the other.

- 13. OTHER PROVISIONS.** Nothing in this MOU is intended to conflict with any current laws or regulations or with the directives of the City of Fort Worth or City of North Richland Hills. The provisions of this MOU are severable and if for any reason a clause, sentence, paragraph or other part of this MOU shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

Any monies expended by a party under or in connection with this MOU must come from funds currently available to that party.

Subrecipient agrees that Recipient or its representatives shall, until the expiration of five (5) years after the grant period, have access to and the right to examine any directly pertinent books, documents, papers and have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Recipient shall give Subrecipient reasonable advance notice of intended audits.

- 14. TERM.** This MOU will become effective on the date it is executed by both parties ("Effective Date") and remain in effect throughout the grant period (ending September 30, 2018).

- 15. MODIFICATION AND AMENDMENT.** No amendment, modification, or alteration of the terms of this MOU shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

- 16. NOTICES.** Notices required pursuant to the provisions of this MOU shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, or (2) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

**For the City of Fort Worth:**

Valerie R. Washington  
Assistant City Manager  
200 Texas Street  
Fort Worth, TX 76115

**For the City of North Richland Hills:**

Mark Hindman, City Manager.  
7301 NE Loop 820  
North Richland Hills, TX 76180

Copy to: Janice Butler-McGowan at  
address listed in section 9(a).

- 17 TERMINATION.** It is expressly understood and agreed by and between the parties that this MOU is wholly conditioned upon the actual receipt by Recipient of the FY 2015 Byrne JAG Grant; that all monies distributed to Sub recipient hereunder shall be exclusively form Federal funds received under said grant and not from any other monies of Recipient; and that if such funds are not timely forthcoming, in whole or in party, Recipient may, at its sole discretion,

terminate with MOU and Recipient shall not be liable for payment for any work or services performed by Sub recipient under or in connection with this MOU.

This MOU will remain in effect until the later of (1) the expiration of the grant period or (2) the submission of the final report regarding the FY 2015 Justice Assistance Grant to the Department of Justice, unless terminated earlier in accordance with the terms of this MOU.

Recipient may terminate this MOU whenever such termination is determined to be in Recipient's best interest, in event of Sub recipient default, inability or failure to perform or to comply with any of the terms herein, or for other good cause.

Termination will be effected by written notice to Sub recipient, specifying the portions of the MOU affected and the effective date of termination. Subrecipient shall be reimbursed for valid, eligible expenditures made prior to termination. Recipient will have no responsibility or liability for Subrecipient's expenditures or actions occurring after the effective date of termination.

- 18. SIGNATURE AUTHORITY.** The person signing this MOU hereby warrants that he or she has the legal authority to execute this MOU on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this MOU.

[The remainder of this page was intentionally left blank.]

**ACCEPTED AND AGREED:**

**CITY OF NORTH RICHLAND HILLS:**

By: \_\_\_\_\_  
Mark Hindman  
City Manager

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

**APPROVED AS TO FORM  
AND LEGALITY:**

**City of North Richland Hills**

Printed Name: \_\_\_\_\_

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

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

Contract Compliance Manager:  
By signing I acknowledge that I am the person  
responsible  
for the monitoring and administration of this  
contract, including  
ensuring all performance and reporting  
requirements.

\_\_\_\_\_  
Grant Specialist

**ACCEPTED AND AGREED:**

**CITY OF FORT WORTH:**

By: \_\_\_\_\_  
Valerie R. Washington  
Assistant City Manager

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

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Joel F. Fitzgerald  
Chief of Police

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

**APPROVED AS TO FORM AND  
LEGALITY:**

By: \_\_\_\_\_

Jo Ann Pate  
Assistant City Attorney

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

**Contract Authorization:**

M&C: \_\_\_\_\_

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

**ATTEST:**

By: \_\_\_\_\_  
Mary J. Kayser  
City Secretary



# Exhibit A

## Budget Narrative

**City of North Richland Hills- \$9,570**

**Budget Narrative**

**A. Personnel:** No funding requested in this category

**B. Fringe Benefits:** No funding requested in this category

**D. Equipment:** No funding requested in this category

**E. Supplies: \$9,568.00**

Thirty-two tactical helmets to be issued to field officers to wear when responding to violent critical incidents. Recent violent aggression against police necessitates a higher level of protection for frontline officers. Helmets complement the department's recent purchase of rifle-resistant body armor to wear during violent critical incidents. These helmets are \$299.00 each for a total of \$9,568.00 for the project.

**F. Construction:** No funding requested in this category

**G. Consultants/Contractors:** No funding requested in this category

**H. Other Costs:** No funds are requested in this category

**I. Indirect Costs:** No funds are requested in this category

## Budget Detail Worksheet

## A. Personnel-

List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentage of time, an example is 75.50% should be shown as 75.50)

Personnel- (FEDERAL)

Name	Position	Computation			Cost
		Salary	(Year, month, Week, Day, Hr)	Percentage of Time	Length of Time
Federal Sub-Total:					

Personnel Narrative (FEDERAL)

Personnel- (NON-FEDERAL)

Name	Position	Computation			Cost
		Salary	(Year, month, Week, Day, Hr)	Percentage of Time	Length of Time
Non-Federal Sub-Total:					

Personnel Narrative (NON-FEDERAL)

**B. Fringe Benefits-**

*Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation. (Note: Use decimal numbers for the fringe benefit rates, an example is 7.65% should be shown as .0765)*

**Fringe Benefits- (FEDERAL)**

Description	Computation		Costs
	Base	Rate	
	Federal Sub-Total:		

**Fringe Benefits Narrative (FEDERAL)**

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**Fringe Benefits- (NON-FEDERAL)**

Description	Computation		Costs
	Base	Rate	
	Non-Federal Sub-Total:		

**Fringe Benefits Narrative (NON-FEDERAL)**

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**C. Travel-**

*Itemize travel expenses of staff personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied Applicant or Federal Travel Regulations. Note: Travel expenses for consultants should be included in the "Contractual/Consultant" category.*

**Travel: (FEDERAL)**

Purpose of Travel	Location	Computation						Cost
		Item	Cost Rate	Basis for Rate	Quantity	# of People	# of Trips	Cost
		Lodging		Night				
		Meals		Day				
		Mileage		Mile				
		Transportation		Round-trip				
		Local Travel						
		Other						
		Subtotal						
		<b>Federal Sub-Total:</b>						

**Travel Narrative (FEDERAL)**

Travel: (NON-FEDERAL)									
Purpose of Travel	Location	Computation						Cost	
		Item	Cost Rate	Basis for Rate	Quantity	# of People	# of Trips		Cost
		Lodging		Night					
		Meals		Day					
		Mileage		Mile					
		Transportation							
				Round-trip					
		Local Travel							
		Other							
		Subtotal							
								Non-Federal Sub-Total:	

Travel Narrative (NON-FEDERAL)

**D. Equipment-**

*List non-expendable items that are purchased (Note: Organization's own capitalization policy for classification of equipment should be used). Expendable items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used.*

**Equipment- (FEDERAL)**

Item	Computation		Costs
	Quantity	Cost	
Federal Sub-Total:			

**Equipment Narrative (FEDERAL)**

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**Equipment- (NON-FEDERAL)**

Item	Computation		Costs
	Quantity	Cost	
Non-Federal Sub-Total:			

**Equipment Narrative (NON-FEDERAL)**

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**E. Supplies-**

List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project

**Supplies- (FEDERAL)**

Supply Item	Computation		Costs
	Quantity/ Duration	Cost	
Tactical helmets	32	\$299.00	\$9,568.00
<b>Federal Sub-Total:</b>			

**Supplies Narrative (FEDERAL)**

Thirty-two tactical helmets to be issued to field officers to wear when responding to violent critical incidents. Recent violent aggression against police necessitates a higher level of protection for frontline officers. These helmets are \$299.00 each for a total of \$9,568.00 for the project. These items are for tactical deployments in active shooter incidents and are not intended to replace or supplement the department's existing riot equipment.

**Supplies- (NON-FEDERAL)**

Supply Item	Computation		Costs
	Quantity/ Duration	Cost	
<b>Non-Federal Sub-Total:</b>			

**Supplies Narrative (NON-FEDERAL)**

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**F. Construction-**  
*Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable. In some cases, minor repairs or may be allowable. Minor repairs and renovations should be classified in the "other" category. Consult with the program office before budgeting funds in this category.*

Construction (FEDERAL)	Purpose	Description of Work	Cost
Federal Sub-Total:			

Construction Narrative (FEDERAL)

Construction (NON-FEDERAL)	Purpose	Description of Work	Cost
Non-Federal Sub-Total:			

Construction Narrative (NON-FEDERAL)

**G. Consultants/Contracts-**

*Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed. Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day or \$56.25 per hour require additional justification and prior approval from OJP.*

CONSULTANT FEES (FEDERAL)				
Name of Consultant	Service Provided	Computation		
		Fee	Basis (Per 8 hr day or Hrly)	Quantity
				Cost
Federal Sub-Total:				

Consultants Narrative (FEDERAL)

**CONSULTANT FEES (NON-FEDERAL)**

CONSULTANT FEES (CONTINUED)					
Name of Consultant	Service Provided	Computation			Cost
		Fee	Basis (Per 8 hr day or Hrly)	Quantity	
Non-Federal Sub-Total:					

Consultants Narrative (NON-FEDERAL)

G. Continued Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e., travel, meals, lodging, etc.). This includes travel expenses for anyone who is not an employee of the applicant such as participants, volunteers, partners, etc.									
CONSULTANT EXPENSES (FEDERAL)									
Purpose of Travel	Location	Computation						Cost	
		Item	Cost Rate	Basis for Rate	Quantity	# of People	# of Trips	Cost	
		Lodging		Night					
		Meals		Day					
		Mileage		Mile					
		Transportation							
				Round-trip					
		Local Travel							
		Other							
		Subtotal							
Federal Sub-Total:									

Consultants Expenses Narrative (FEDERAL)

CONSULTANT EXPENSES (NON-FEDERAL)									
Purpose of Travel	Location	Computation						Cost	
		Item	Cost Rate	Basis for Rate	Quantity	# of People	# of Trips	Cost	
		Lodging		Night					
		Meals		Day					
		Mileage		Mile					
		Transportation							
				Round-trip					
		Local Travel							
		Other							

		Subtotal			Non-Federal Sub-Total:

Consultants Expenses Narrative (NON-FEDERAL)

G. Continued	
Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000. A sole source contract may not be awarded to a commercial organization that is ineligible to receive a direct award.	
CONTRACTS (FEDERAL)	
Item	Cost
	Federal Sub-Total:

Contracts Narrative (FEDERAL)

CONTRACTS (NON-FEDERAL)	
Item	Cost
Non-Federal Sub-Total:	

Contracts Narrative (NON-FEDERAL)

<b>H. Other Costs-</b> <i>List items (e.g., rent (arms-length transaction only), reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and costs per square foot or provide a monthly rental cost and how many months to rent. The basis field is a text field to describe the quantity such as square footage, months, etc.</i>				
Other Costs (FEDERAL)				
Description	Quantity	Computation		Cost
		Basis	Length of Time	
				Federal Sub-Total:

Other Costs Narrative (FEDERAL)

Other Costs (NON-FEDERAL)				
Description	Quantity	Computation		Cost
		Basis	Length of Time	
				Non-Federal Sub-Total:

Other Costs Narrative (NON-FEDERAL)

**I. Indirect Costs-**  
*Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories. (Note: Use whole numbers as the indirect rate, an example is an indirect rate of 15.73% should be shown as 15.73)*

Description	Quantity	Computation			Length of Time	Cost
			Basis	Cost		
<b>Federal Sub-Total:</b>						

<b>Indirect Costs Narrative (FEDERAL)</b>

Description	Quantity	Computation			Length of Time	Cost
			Basis	Cost		
<b>Non-Federal Sub-Total:</b>						

<b>Indirect Costs Narrative (NON-FEDERAL)</b>

<b>Budget Summary</b>			
<b>Budget Category</b>	<b>Federal Request</b>	<b>Non-Federal Request</b>	<b>Total</b>
A. Personnel			
B. Fringe Benefits			
C. Travel			
D. Equipment			
E. Supplies	\$9,568.00		\$9,568.00
F. Construction			
G. Consultants/Contracts			
H. Other			
Total Direct Costs			
I. Indirect Costs			
<b>TOTAL PROJECT COSTS</b>			<b>\$9,568.00</b>

Exhibit B

Award Document





Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

Grant

PAGE 1 OF 9

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Fort Worth 505 West Felix Street Fort Worth, TX 76115-3405		4. AWARD NUMBER: 2015-DJ-BX-0699	
		5. PROJECT PERIOD: FROM 10/01/2014 TO 09/30/2018 BUDGET PERIOD: FROM 10/01/2014 TO 09/30/2018	
2a. GRANTEE IRS/VENDOR NO. 756000528		6. AWARD DATE 08/13/2015	7. ACTION Initial
2b. GRANTEE DUNS NO. 073170458		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE FY 15 JAG Program		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 518,315	
		11. TOTAL AWARD \$ 518,315	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(BJA - JAG) 42 USC 3750, et seq.			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Rudolph Jackson Assistant City Manager <i>Valerie Washington</i>	
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL <i>Valerie Washington</i>	19A. DATE 9/24/15
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 518315		21. PDJUGT0323	

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

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



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***SPECIAL CONDITIONS***

**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 the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

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. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if 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.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds 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 involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov) hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig)



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

No recipient or subrecipient under this award, or entity that receives a 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 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 to make subawards or contracts under this award --

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, contract, or subcontract) 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 agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

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10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special 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).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds 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 being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements 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).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

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19. 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).
20. The recipient agrees to comply with applicable requirements to report first-tier subawards 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 of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards 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).
21. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov) within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at [http://www.ojp.usdoj.gov/funding/other\\_requirements.htm](http://www.ojp.usdoj.gov/funding/other_requirements.htm), under the heading, "Civil Rights Compliance Specific to State Administering Agencies."
22. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
23. 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 grantee 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.
24. The recipient agrees that any information technology system funded or supported by OJP funds will 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 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.



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25. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
26. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
27. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
28. Award recipients must verify 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.
29. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). This 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. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)).
30. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
31. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. Noncompetitive (e.g., sole source) procurements by the award recipient in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the awarding agency, and must otherwise comply with rules governing such procurements found in the current edition of the OJP Financial Guide.

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32. 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 Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
33. 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. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted 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.
35. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
36. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
37. The recipient agrees to submit a signed certification that that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.
38. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
39. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.
40. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The 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 grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.

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41. The grantee agrees to 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 grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee 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 grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- New construction;
- 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;
- 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;
- 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
- Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee 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 grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, 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.

42. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
43. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
44. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

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45. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: [https://www.whitehouse.gov/sites/default/files/docs/le\\_equipment\\_wg\\_final\\_report\\_final.pdf](https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf)
46. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
  - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
  - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.
- Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
47. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
48. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the signed Memorandum of Understanding (MOU) between the disparate jurisdictions and has issued a Grant Adjustment Notice (GAN) releasing this special condition.
49. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review and public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.
50. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

VPR