

AGREEMENT
JAG Grant/Internet Crimes Against Children

This Agreement is made effective as of January 1, 2017 and entered into between the **Board of Commissioners of Franklin County, Ohio** (the “Board”), the **Franklin County Sheriff** (the “FCSO”) and the **Columbus Division of Police** (“CPD”).

Background Information

A. The FCSO, as a subgrantee, has received federal funding from the Franklin County Office of Homeland Security and Justice Programs through a Justice Assistance Grant (Grant # 16-JAG-3000) in the amount of Twenty Seven Thousand Dollars (\$27,000). The grant is referenced to collectively herein as the “Grant” with a total of \$27,000 (the “Grant Funds”). The Grant Funds are to reimburse certain agencies, including CPD, for overtime, training, and travel expenses for the purpose of investigating internet crimes against children.

B. Section 307.85 of the Ohio Revised Code authorizes the Board to participate in, give financial assistance to, and cooperate with other governmental agencies in establishing and operating any federal program.

C. Pursuant to its statutory authority, the Board has entered into agreements with Circleville Police Department, CPD, Cuyahoga County Prosecutor’s Office, Delaware County Sheriff’s Office, Grandview Heights Division of Police, Grove City Division of Police, Hilliard Division of Police, Homeland Security Investigations, Ohio Attorney General’s Office, Ohio State University Police Department, Pickaway County Sheriff’s Office, Upper Arlington Police Division and the Westerville Police Division (collectively, the “Collaborating Agencies”) in order to operate a federal program by identify the training that will be provided to each of the Collaborating Agencies and such other terms and conditions associated with being part of this collaboration. In addition to the above, the Circleville Police Department will be an unpaid collaborating agency.

Provisions

In consideration of the foregoing, the parties hereby agree as follows:

1. Overtime. CPD agrees that it will investigate as part of the Internet Crimes Against Children (ICAC) Task Force internet crimes against children, including, but not limited to identifying registered sex offenders’ use of internet, including email accounts, social media, or similar pages maintained by registered sex offenders, chat room use, and any other cyber activity that may constitute violations of probation and/or parole. CPD agrees that it will collaborate with the FCSO as well as the other Collaborating Agencies on such investigations. The funding provided to CPD to conduct such investigations above their regular assignments shall be monitored by the FCSO. FCSO agrees to notify CPD on at least quarterly as to the amount of available Grant Funds for use by CPD for overtime reimbursement. CPD agrees that it will not be reimbursed under this Agreement for overtime in excess of the amount of available funds, as provided to CPD by FCSO. CPD agrees that overtime reimbursement shall be based on a rate

Memorandum of Understanding
JAG Grant/Internet Crimes Against Children
Page 2 of 3

not to exceed one and one half (1 ½) times the rate of regular wages for overtime worked under the Grants, regardless of when the overtime is worked, including, but not limited to, days off and holidays, and in no event shall it include related fringe benefit costs associated with such overtime. CPD understands and agrees that it shall pay its employees for such overtime covered by this Section 1 and then seek reimbursement from the FCSO, as outlined in Section 4 below. FCSO shall disburse proportionately, in accordance with the procedures in the Grants, \$10,000 to Collaborating Agencies, not to include FCSO.

2. Training and Travel. FSCO shall notify CPD quarterly as to the amount of available Grant Funds for use by CPD for training and travel expenses of CPD's ICAC Task Force personnel. CPD agrees that it will not be reimbursed for training and travel expenses in excess of the amount of available funds provided to CPD by FCSO. The training and travel policy of CPD will govern the training and travel procedures of CPD officers; however, CPD agrees to coordinate travel arrangements with FCSO and the other Collaborating Agencies in order to reduce the expenses. CPD understands and agrees that it will be reimbursed for such expenses, as outlined in Section 4 below. FCSO shall disburse proportionately, in accordance with the procedures in the Grants, to the Collaborating Agencies, including FCSO, \$13,400 for training and travel expenses.

3. Equipment and Materials. CPD will not receive equipment in relation to the Grants.

4. Payment.

(a) *Overtime.* To seek reimbursement of overtime incurred by CPD consistent with Section 1 above, CPD shall submit to the FCSO the required itemized invoice printed on CPD letterhead, with payroll reports attached. CPD will make its request to the FCSO quarterly, with the invoice and reports being submitted no later than the 15th day of the month following the close of each calendar year quarter. FCSO may take up to 30 days to process such payment. A copy of the electronic version of the required itemized invoice sheet can be obtained by emailing the FCSO Director of Administrative Services at dmmaster@franklincountyohio.gov.

(b) *Travel/Training.* To seek reimbursement of the travel and training costs incurred consistent with Section 2 above, CPD shall submit an itemized invoice printed on CPD letterhead, with paid expense reports, including receipts, attached. CPD will make its request to FCSO quarterly, with the invoice and reports being submitted no later than the 15th day of the month following the close of each calendar year quarter. FCSO may take up to 30 days to process such payment.

(c) *No Payment to Vendors.* All payments under this Section shall be made to CPD and not to CPD's vendor or individual employees.

5. Compliance with Special Conditions. CPD agrees that it shall comply with the Special Conditions (Attached as Exhibit A and incorporated by this reference).

Memorandum of Understanding
JAG Grant/Internet Crimes Against Children
Page 3 of 3

6. Compliance with ICAC Mental Health Program. CPD agrees to send each CPD ICAC Task Force Officer to two group mental health sessions per year at no cost to CPD as scheduled by the Task Force Commander. In addition, CPD agrees to send each CPD ICAC Task Force Officer to two individual sessions per year at CPD's cost. CPD's failure to comply with this requirement may result in termination of CPD from the ICAC Task Force.

7. Choice of Law. This Agreement is entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. The parties agree that exclusive venue for any dispute arising out of this Agreement shall be in a court of competent jurisdiction in Franklin County, Ohio.

8. Entire Agreement/Modification. This Agreement constitutes the entire agreement between the parties and any changes or modification to this Agreement shall be made and agreed to by the parties in writing. This Agreement supersedes any previously dated and signed agreement between the parties involving the Grant.

9. Term. The term of this Agreement shall be effective beginning on January 1, 2017 and shall terminate on December 31, 2017, the termination date of the Grant. An extension beyond December 31, 2017 is contingent upon the extension of the current grant, arrival of additional grant funding needed for future calendar years, or the willingness of member agencies to continue to supply manpower to the Task Force until new grant funding is received.

The parties have caused this Agreement to be executed by authorized individuals as of the effective date set forth above.

Franklin County Sheriff's Office

By: Dallas L. Baldwin
Dallas L. Baldwin, Sheriff

Date: 6-16, 2017

Columbus Division of Police

By: Kim Jard

Date: 6-4, 2017

**Board of Commissioners
Franklin County, Ohio**

By: Kenneth N. Wilson
Kenneth N. Wilson, County Administrator

Date: 6/29, 2017

APPROVED AS TO FORM:

RON O'BRIEN
PROSECUTING ATTORNEY
FRANKLIN COUNTY, OHIO
By Heather D. O'Brien 11 May 17
Assistant Prosecuting Attorney

SPECIAL CONDITIONS *Exhibit A*
JAG

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 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.
2. 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.
3. The 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 the Office of Justice Programs.
4. The recipient and any sub recipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, sub recipient, 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 D.C. 20530 email: 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 222.usdoj.gov/oig
5. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or sub recipient 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 sub awards 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 sub award, 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 sub recipient, 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.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. 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.
8. 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 sub awards to first-tier sub recipients 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).
9. 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.
10. 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 "Post award Requirements" in the "2015 DOJ Grants Financial Guide").

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 Recipient Agency's, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.

11. 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.
12. 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.
13. 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.
14. 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).
15. 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 sub awards 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).
16. 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. 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.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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). 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).

23. 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.
24. 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. Where local procurement rules are more stringent than Federal and/or State, the local procurement standards should be followed.
25. 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.
26. 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.
27. Award recipients must submit a quarterly financial and performance report by the 25th day of the following month after the calendar quarter end, i.e. January 25th, April 25th, July 25th, October 25th. The reporting format shall be prescribed by the Office of Homeland Security and Justice Programs. 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. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
28. 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.
29. The recipient agrees to monitor sub-contracts 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 sub-contract. The recipient is responsible for oversight of sub-contract spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by sub-contractors. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of sub-contracts under this award.
30. 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 Recipient Agency. 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 Recipient Agency, 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:

- 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 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 Recipient Agency's 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.

31. 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>.
32. 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>.
33. 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

34. 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.

35. 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.

36. 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.

37. Recipient and Implementing Agency are advised that Metropolitan County Criminal Justice Services Agency (MCCJSA)/Franklin County Office of Homeland Security & Justice Programs policies do not allow for the indefinite funding of programs. Therefore, the Recipient Agency and Implementing Agency must look to other funding sources for future funding of this program. Approval of this subgrant in no way assures funding of this program in future years.

38. Recipient Agency shall provide any project information, documents, or files that may be reasonably required for monitoring, evaluation, and audit purposes, to the MCCJSA (Office of Homeland Security & Justice Programs), Franklin County, or Bureau of Justice Assistance on request. Applicants shall also comply with all reporting as required by the Justice Assistance Grant program.

39. For reporting purposes, the program start date will be the first day of the month in which program expenses are incurred. If a project is not operational within 60 days of the original start date of the sub grant period, the implementing agency must report by letter to the Office of Homeland Security & Justice Programs the steps taken to initiate the project, the reasons for delay and the expected start date. A project is considered operational if staff has been hired and funds obligated. If a project is not operational within 90 days of the original start date of the sub grant period, the implementing agency must submit a second statement to the

Office of Homeland Security & Justice Programs explaining the implementation delay. Upon receipt of the 90 day letter, the Office of Homeland Security & Justice Programs may cancel the project and redistribute the funds. The Office of Homeland Security & Justice Programs may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90 day period. When this occurs, the appropriate sub grant files and records must so note the extension.

40. Recipient Agency is responsible for promptly notifying the MCCJSA/Office of Homeland Security & Justice Programs of any changes in program or fiscal personnel, project budget, program activities, or objectives. Modifications to program activities, objectives, or the project budget require prior authorization by the MCCJSA/Office of Homeland Security & Justice Programs. Budget modifications may be made without prior MCCJSA authorization if the modification is less than a ten percent (10%) increase or decrease of an approved line item and the modification does not involve equipment or indirect costs. No funds may be reallocated to a line item that is not included in the approved project budget without prior Office of Homeland Security & Justice Programs Unit approval.
41. Recipient Agency shall maintain documentation of all program expenses and activities, including the specific outcomes and benefits to JAG grant funds. Documentation of expenses shall include, but not be limited to, employee time records (including signature of employee and supervisor), travel reports, invoices, contracts, inventory reports, receipts, bills, and corresponding canceled checks or warrants. Documentation of program activities shall include, but not be limited to, intake forms, progress reports, staff notes, referral forms, and other written materials relevant to program activities.
42. The Office of Homeland Security & Justice Programs may suspend funding or place on probationary status any project that the Office of Homeland Security & Justice Programs determines is not in compliance with any Federal Standard Subgrant Condition, or Special Condition of this Subgrant award, or not in compliance with any condition of the contract for services. *Standard Federal Sub grant Conditions* may be downloaded from the internet utilizing the following site:
<http://www.ojp.usdoj.gov/financialguide/index.htm> or by contacting the Office of Homeland Security & Justice Programs for a copy. *Standard Federal Sub grant Conditions* are updated periodically and it is the responsibility of the Implementing Agency to adhere to the most recent standards. The Office of Homeland Security & Justice Programs shall promptly notify the Implementing Agency of any suspension or probation in writing. Implementing Agency shall implement corrective action recommended by the Office of Homeland Security & Justice Programs after receiving notice or face cancellation of the sub grant. The Office of Homeland Security & Justice Programs also reserves the right not to reimburse the Recipient Agency for inadequately documented or unauthorized budget expenses.
43. Recipient Agency agrees to participate in a program evaluation process, which will be established by the Office of Homeland Security & Justice Programs, and to provide information and data necessary to measure program outcomes.
44. The Office of Homeland Security & Justice Programs staff may conduct periodic visits to the locations where services are provided by the Recipient Agency and to the administrative offices of the Recipient Agency. As part of the monitoring process, the Recipient Agency shall allow the Office of Homeland Security & Justice Programs staff to have access to clients participating in the program as well as staff being paid under the grant.
45. No records associated with this subgrant may be disposed of without the prior written authorization of the Office of Homeland Security & Justice Programs and the Franklin County Records Commission.
46. The Office of Homeland Security & Justice Programs, at its discretion, may withhold subgrant payments to

the Recipient where the Implementing Agency is not fully complying with any reporting, audit, or other requirement of another subgrant administered by the Office of Homeland Security & Justice Programs.

47. The Recipient Agency agrees to provide the services described in the approved subgrant application and to make all reasonable efforts to achieve the stated objectives of the application. The Office of Homeland Security & Justice Programs may suspend payments, place on probation, or terminate funding to any project that is not providing the level of service or substantially achieving the objectives that are described in the approved subgrant application.
48. This sub grant shall be terminated on December 31, 2016, unless the sub grant period is changed and authorized by a Subgrant Adjustment Notice. Any request for an extension of the subgrant period must be made by the Recipient Agency in writing to the Office of Homeland Security & Justice Programs at least thirty (30) days prior to the scheduled termination date.
49. In the event that an authorized government entity, or its agent, having responsibility for conducting an audit of the subgrant disallows certain costs and requires that a refund be issued, the Recipient Agency shall be responsible for providing the refund amount in full.
50. If a private non-profit organization incorporated under the laws of the State of Ohio, the Recipient Agency's governing body (e.g. Board of Directors) has ultimate fiscal, policy, and administrative responsibility for the Agency's programs and staff actions. In all cases, the Office of Homeland Security & Justice Programs and Franklin County will view the governing body as the ultimate authority and responsible party.
51. The Recipient Agency shall comply with all applicable provisions, standards, and requirements of the Edward Byrne Memorial Justice Assistance Grant Funding Directives.
52. Any published materials relevant to the activities of this program shall recognize the Franklin County Commissioners Office as grantor. Suggested language to meet this criteria is as follows:
 - i. "This (brochure, report, conference, etc.) was made possible through Grant Number _____ (fill in grant number) authorized by the Franklin County Commissioner's Office and funded through the Bureau of Justice Assistance, Office of Justice Programs.
 - ii. "The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Franklin County Commissioners or the Bureau of Justice Assistance"
53. Recipient Agency shall assure that, except as authorized by law, program records containing the identity of individuals gathered for purposes pursuant to the Anti-Drug Abuse Act of 1988, as may be amended, may not be disclosed except with the consent of the service recipient or legally authorized representative of the recipient. Under no circumstances may project reports or findings available for public dissemination contain the names of individual service recipients.
54. Recipients Agency must comply with the audit requirements of OMB Circular A-133 (Audits of Non-Profit Organizations). Agencies receiving \$750,000.00 or more in federal assistance (from all sources) must have an audit of federal grant funds received conducted which complies with the provisions of this circular. Recipient Agency shall provide a copy of such audit to the Office of Homeland Security & Justice Programs within 90 days of the issuing of the final audit report. In addition, the Recipient Agency and Implementing

- Agency shall comply with any additional audit requirements that may be implemented by the Office of Homeland Security & Justice Programs or Franklin County.
- 55. Recipient Agency is required to maintain records that clearly show the source, the amount and timing of all matching contributions, and any other funds, in excess of the required match, which are utilized by the project. In addition, each funding source utilized in program implementation must be accounted for separately, and provide a clear audit trail by source.
- 56. State or local appropriations or budgets, which have been supporting an existing program, cannot be used as match against Justice Assistance Grant funds.
- 57. Recipient Agency will be required to produce and maintain certifiable documentation of new funds which will be committed to the program, showing the rates and extent of the time committed for each match cost line item in the approved budget. Following documentation of commitment, formal accounting records of expenditures and disbursements for match must be kept which clearly show the timing and source of the match funds.
- 58. Recipient Agency is required to maintain time records in support of the financial records. Especially in cases where staff persons are to be assigned part-time to project activities, Implementing Agency must be able to clearly document the amount of time that each staff person spends exclusively on approved project activities (i.e. separate time records).
- 59. The policy of the Office of Homeland Security & Justice Programs is not to make new awards to applicants who are not in compliance with the audit requirements.
- 60. Recipient Agency must have an effective system for property and equipment management and must tag said property or equipment upon acquisition to identify the origin of funds used for its purchase.
- 61. Recipient Agency must comply with Title VI of the Civil Rights Act of 1964, 42, U.S.C. 2000d ensuring meaningful access to their programs and activities by persons with limited English proficiency. The Recipient Agency shall certify that the following compliance documentation is maintained: statistical data on the number or proportion of LEP persons served. For detailed information on this Act, please refer to www.lep.gov.
 - a) Agencies that meet or exceed the threshold for the necessity of providing written translation must provide verification to the Office of Homeland Security & Justice Programs that all written materials are translated into the specific language of that LEP population.
 - b) Pursuant to 42 U.S.C. 2000d, each recipient agency, of Federal contracts, subcontracts and grants though the Department of Justice shall encourage the adoption of standard written policies and procedures that detail their response to serving persons of LEP. The policies and procedures should include methods of staff training and a schedule of periodic review for validity.
- 62. Recipient agrees that funds provided under this award may not be used to operate a “pay-to-stay” program in any local jail. Recipient further agrees not to sub award funds to local jails which operate “pay-to-stay” programs.
- 63. This special condition facilitates compliance with the provisions of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories (hereinafter, “meth lab operations”). No monies

from this award may be obligated to support meth lab operations unless the grantee implements this special condition. The Office of Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental Assessment (Assessment) governing meth lab operations. The Assessment describes the adverse environmental, health, and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under the methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions shall apply to the grantee for any OJP funded methlab operation:

1. The Recipient Agency shall ensure compliance by OJP funded sub-grantees with federal, state, and local environmental health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations
2. The Recipient Agency shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure that the adverse environmental, health, and safety impacts delineated in the Assessment are mitigated in a manner consistent with the requirements of this condition.
3. The Recipient Agency shall monitor OJP funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee's Mitigation Plan. These mitigation measures must be included as special conditions in all subgrants:
 1. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
 2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
 3. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
 4. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
 5. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory;
 6. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
 7. Monitor the transport, disposal, and recycling components of subparagraphs numbered 5 and 6 immediately above in order to ensure proper compliance;
 8. Have in place and implement a written agreement with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees

to (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and

9. Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at this site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs to any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.