

FRANKLIN COUNTY BOARD OF COMMISSIONERS
373 South High Street
Columbus, OH 43215

SUBGRANT AWARD

RECIPIENT AGENCY: City of Columbus, OH

PROJECT PERIOD: 01/01/2023 to 06/30/2024

SUBGRANT NUMBER: 2022-JAG-1000

CFDA #: 16.738

PROJECT TITLE: Public Safety Initiatives

In accordance with the provisions of the Justice Assistance Grant Program (42 U.S.C. 3751(a)), and on the basis of the approved application, the Franklin County Board of Commissioners, as the duly authorized County Agency, hereby awards to the foregoing Subgrantee a Subgrant as follows:

Source of Funds	Amount	Percentage
Federal Funds	\$106,000.00	100.00%
Local Cash or In-kind Match	\$0.00	0.00%
Project Total	\$106,000.00	100.00%

This Subgrant Award is for the project as set forth in the final Application submitted which is hereby incorporated by reference herein and which project is for the purposes and categories authorized by the Justice Assistance Grant Program (42 U.S.C. 3751).

This Subgrant Award is subject to the statements as set forth in the final approved application and any revisions thereto, and to the certifications, terms and conditions set forth in the Application Guidelines, Subgrant Conditions, Standard Federal Subgrant Conditions and Special Conditions to this Subgrant.

This Subgrant Award shall become effective for the project period indicated above, by the Franklin County Office of Justice Policy and Programs, and upon final signatures of the authorized official(s) for the Grantor and Subgrantee.

SUBGRANT AWARD AGREEMENT

This Subgrant Award Agreement (the "Agreement") is made and entered into this day May 16, 2023 between the Board of Commissioners of Franklin County, Ohio, on behalf of Franklin County Office of Justice Policy and Programs, 373 South High Street, Columbus, Ohio 43215 (hereinafter the "Grantor") and the **City of Columbus, OH** (hereinafter the "Subgrantee") and is contingent upon the execution of a Memorandum of Understanding between the City of Columbus, the City of Whitehall, the City of Reynoldsburg and Franklin County, Ohio detailing the FY 2022 Justice Assistance Grant funding plan and administration protocols, which became effective on September 27, 2022.

Provisions

The parties hereby agree as follows:

1. This Agreement is in regard to the Justice Assistance Grant Subgrant Award Number **2022-JAG-1000** (entitled "**Public Safety Initiatives**") (the "Subgrant") only and is awarded through funding provided by the Bureau of Justice Assistance ("BJA"). As the local Criminal Justice Coordinating Council for Franklin County, the Franklin County Office of Justice Policy & Programs ("OJPP") shall be responsible for monitoring the Subgrantee's compliance with the terms of this Agreement.
2. This Agreement shall commence on **January 1, 2023** and shall terminate on **June 30, 2024** (the "Subgrant Period"). This Agreement may be extended for up to 120 days, at the option of the Grantor and under the same prices, terms and conditions, to allow for the completion of any incomplete work related to this Agreement and its respective scope of services, as further set forth in the Application. The approval of any extension of the Subgrant Period shall be communicated to Subgrantee in writing (the "Subgrant Adjustment Notice").
3. The application for this Subgrant that was submitted by the Subgrantee to the OJPP (the "Application") and the Subgrant Award are hereby incorporated into this Agreement and made a part hereof.
4. The Subgrantee hereby agrees to provide the services and achieve the objectives described in the Application and to adhere to the terms of the Subgrant Award and all requirements outlined therein, including, but not limited to the Application guidelines, Subgrant Conditions, Standard Federal Subgrant Conditions, and Special Conditions of the Subgrant Award that are attached hereto and made a part of this Agreement. Recipients are bound by the terms and conditions contained in the federal Financial Guide which can be accessed by visiting <http://www.ojp.usdoj.gov/FinGuide/>.
5. From the Subgrant monies provided to the Grantor by the BJA in the amount outlined in Section 7 below, the Grantor shall make payments to the Subgrantee based on quarterly vouchers submitted to OJPP.
6. Payments made by the Grantor to the Subgrantee shall be made according to procedures stipulated by the Subgrant Conditions, Standard Federal Subgrant Conditions, and Special Conditions of the Subgrant Award.

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Franklin County
Justice Policy and Programs Administration

7. The total amount of payments to be issued to the Subgrantee under this Agreement shall not exceed **one hundred six thousand dollars (\$106,000)** (the "Award Amount").
8. The Subgrantee shall be responsible for providing **\$0.00**, or such other amount as required under a revised Agreement, over and above the Award Amount provided by the Grantor during the period of this Agreement. These funds shall originate from an allowable source of match funding as specified by the Subgrant Award Guidelines.
9. The Subgrantee shall provide access to any books, documents, papers, and records that are pertinent to the monies received under this Agreement to the following entities for the purposes of audit, evaluation, or examination by any of the following entities:
 1. The Grantor;
 2. Bureau of Justice Assistance or authorized representative;
 3. Comptroller General of the United States;
 5. Auditor of State of Ohio;
 6. Franklin County Auditor;
 7. Franklin County Office of Justice Policy & Programs; and
 8. Any other entity entitled by applicable law.

The Subgrantee agrees the records pertinent to the monies received under this Agreement must be retained for a period of three (3) years following the date of the subgrant closeout letter issued by OJPP in accordance with Chapter 12 (Retention and Access Requirements for Records) of the Standard Federal Subgrant Conditions. If any action involving the records has been started before the expiration of the three year period, the records must be retained three years after the completion of the action and resolution of all issues which arise from it, or until the end of the original three year period, whichever is later. The Subgrantee must also receive prior written approval of OJPP and the Franklin County Records Commission prior to the disposal of any Agreement records, documents, or files.

10. All persons compensated with funds pursuant to this Agreement are to be deemed employees or agents of the Subgrantee. Accordingly, the Subgrantee shall be responsible for employment related claims arising out of Subgrantee's performance of this Agreement.
11. Either party may cancel completely the obligations delineated in this Agreement by giving the other party thirty (30) days written notice.
12. Upon breach of this Agreement, the aggrieved party may terminate this Agreement by giving ten (10) days written notice to the breaching party. Notice may be delivered electronically.
13. Contract may be cancelled immediately if the Grantor for any of the following reasons:
 - (a) It is not a (i) duly incorporated, organized and validly existing under the laws of, and in good standing with its place of incorporation ; (ii) it did not have full authority to grant the Grantor the rights granted in this Agreement ; (iii) it did not have all requisite power and authority to execute and deliver, and to perform all of its obligations under this Agreement.
 - (b) It has not filed all tax returns (federal, state and local) required to be filed and has not paid all taxes shown thereon to be due and all property taxes due, including interest and penalties, if any.
 - (c) It is not in compliance in all material respects with all laws, regulations and requirements applicable to its business and has obtained all authorizations,

consents, approvals, orders, licenses, exemptions from, and has accomplished all filings or registrations or qualifications with, any court or governmental authority that are necessary for the transaction of its business.

- (d) It has failed to comply with all zoning requirements including but not limited to code enforcement.
14. Upon cancellation or termination of this Agreement pursuant to Sections 12 or 13 of this contract, the Subgrantee shall be reimbursed only for approved budget expenses that were incurred on or before the date that the notice of cancellation or termination was received by either party. The Subgrantee shall not be entitled to reimbursement for any expenses incurred after the date that the notice of cancellation or termination is received unless such expenses are first approved by the OJPP in writing. No other amounts shall be paid by the parties as damages under this Agreement.
 15. Absent breach, cancellation, modification, or termination by either party, this Agreement shall be absolutely terminated on **June 30, 2024**, unless the Subgrant Period is changed and approved by a Subgrant Adjustment Notice, as referenced in Section 2 above. Any request for a contract extension must be submitted in writing by the Subgrantee to the OJPP at least thirty (30) days prior to the Subgrant end date.
 16. The OJPP may place the Subgrantee on probation or suspend any payments due hereunder to the Subgrantee if it determines that the funded project is not providing the level of service or achieving the objectives that are described in the Application or determines the Subgrantee is not complying with any condition of this Agreement, including but not limited to or any Standard Federal Subgrant Condition or Special Condition of the Subgrant Award or is in violation of any federal, state, or local law.
 17. This Agreement is subject to amendments, modifications, or alterations at any time, provided such amendments, modifications, or alterations are documented in a writing that is signed by all parties hereto and executed in accordance with applicable provisions of the Ohio Revised Code, with the exception of changes to allocation of budget dollars and project scope requests, which will be submitted by the Subgrantee to OJPP for review and approval.
 18. This Agreement shall be construed, interpreted, and the rights of the parties determined, in accordance with the laws of the State of Ohio. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid.
 19. In the event that an authorized governmental agency or its agent having responsibility for conducting an audit of the Subgrantee disallows certain costs and requires that a refund be issued, the Subgrantee shall be responsible for providing the refund amount in full within thirty (30) days of receipt of notice that such cost has been disallowed.
 20. If the Subgrantee is a private non-profit organization incorporated under the laws of the State of Ohio, the Subgrantee's governing body has the ultimate fiscal, policy, and administrative responsibility for the Subgrantee's programs and staff actions. In all cases, the Subgrantee will view the governing body as the ultimate authority and responsible party.
 21. The Subgrantee shall obtain a blanket fidelity bond in an amount equal to or greater than the Award Amount. In addition, the Subgrantee should obtain bonding coverage for errors,

and omissions in an amount to be determined by Grantor. Such amount will be based on the total Award Amount. The requirement to obtain a blanket fidelity bond is applicable to non-profit agencies only, unless otherwise specified by OJPP.

22. The Subgrantee agrees to participate in a program evaluation process that will be established by the OJPP, and to provide information and data necessary to measure program outcomes. Subgrantee must be able to track, document, and measure the required performance indicators as established by OJPP. Inability to measure the required outcomes may result in termination of the Subgrant award. Subgrantee grants Grantor a right of entry to determine if services are being performed.
23. The Subgrantee shall submit quarterly reports of performance and financial expenditures to the OJPP **no later than 25 days following each quarter end**. The reporting format shall be prescribed by the OJPP.
24. The Subgrantee certifies that it is in compliance with, and will continue to be in compliance with the requirements of Ohio Ethics Law as provided by Sections 102.03 and 102.04 of the Ohio Revised Code.
25. The Subgrantee must agree to comply with all applicable local, state, and federal laws in the performance of the work specified in this Agreement including applicable state and federal laws regarding drug-free work places. This section includes compliance with zoning laws and local code enforcement applicable laws. The Subgrantee will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the Contractor in the performance of the work specified in this Agreement .
26. This Agreement may be executed with signatures delivered by either facsimile or scanned e-mail copies of such signatures so delivered shall be deemed originals.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the day and year first written above.

GRANTOR:
Franklin County Board of Commissioners

SUBGRANTEE:
City of Columbus


By: 
John O'Grady, President

By: 
Andrew Ginther, Mayor

By: 
Kevin L. Boyce, Commissioner

By: _____
Erica C. Crawley, Commissioner

Approved as to form:
G. Gary Tyack
Prosecuting Attorney
Franklin County, Ohio

By: 
Jeannie Hummer

Date: 3-2-23

FORM CNS-GA (12/98)

CERTIFICATE OF NON-SUPPLANTING

SUBGRANTEE: City of Columbus

AWARD DATE: January 1, 2023

SUBGRANT NUMBER: 2022-JAG-1000

AWARD AMOUNT-FEDERAL FUNDS: \$106,000

In order to fulfill the requirements of M 7100 and Standard Federal Subgrant Conditions concerning non-supplanting of funds, this non-supplanting certificate form is enclosed for signature. This form must be signed and returned to the Franklin County Office of Justice Policy & Programs before funds will be released to the Subgrantee.

I hereby certify that this organization/agency has complied with non-supplanting.



Signature of Authorized Official

Andrew Ginther, Mayor

SPECIAL CONDITIONS

FY 2022 Justice Assistance Grant

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 award from the Office of Justice Programs (“OJP”). For this Agreement, 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 Subgrantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Subgrantee 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 Subgrantee and may result in suspension of funding until such time as the Subgrantee is in compliance, or termination of the Agreement.
3. The Subgrantee must comply with all applicable requirements of 28 C.F.R. Part 38, Part 42 and Part 54 which relates to civil rights and nondiscrimination on the basis of sex in certain “education programs” and the provision of written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subgrantees that are faith-based or religious organizations.

The text of the regulation, now entitled “Partnerships with Faith-Based and Other Neighborhood Organizations” is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR “current” data.

4. The Subgrantee 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 OJP.
5. The Subgrantee must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various “general provision” in the Consolidated Appropriations Act, 2017 are set out at <https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm>, and are incorporated by reference here.
6. The Subgrantee must promptly refer to the DOJ Office of Inspector General (“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. DOJ 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

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

The Subgrantee may not 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 Grantor entering into this Agreement, 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.

- a. By accepting this award, the Subgrantee:
 - i. 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
 - ii. 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) the 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.
- b. If the Subgrantee does, or is authorized to, make subawards or contracts under this award:
 - ii. It represents that:
 - (1) It has determined that no other entity that the subgrantee application proposes may or will receive award funds (whether through a subawards, 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.
 - ii. 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. The Subgrantee understands and agrees that it cannot use any of the Award Amount, 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 Subgrantee agrees to comply with any additional requirements that may be imposed during the Subgrant Period if the Grantor determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.
 10. The Subgrantee 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 Subgrantee also agrees to comply with applicable restrictions on subawards to first-tier sub Subgrantees that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of Subgrantee obligations are posted on the OJP 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 Grantor encourages the Subgrantee to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this Subgrant Award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
 12. The Subgrantee 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 "2018 DOJ Grants Financial Guide").
- The Subgrantee 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 Subgrantee Agency's, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
13. The Subgrantee 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 Subgrantee 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.
 14. The Subgrantee understands and agrees that Award Amount 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.
 15. The Subgrantee understands and agrees that - (a) No Award Amount 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.

16. A Subgrantee 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.
17. The Subgrantee agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and Office of the Chief Financial Officer on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The Subgrantee 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 Subgrantee 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 Subgrantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the Subgrantee's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the Subgrantee as a DOJ High Risk grantee; or termination of an award(s).
18. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the Subgrantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Subgrantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Subgrantee 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.
19. 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 Subgrantee 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.
20. The Subgrantee 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 Subgrantee may be fined as per 42 U.S.C. 3789g(c)-(d). Subgrantee may not satisfy such a fine with federal funds.
21. The Subgrantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the DOB regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that DOB grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Subgrantees of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the DOB 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 DOJ 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.

22. Subgrantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
23. Subgrantee 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.
24. The Subgrantee 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 Subgrantee. 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).
25. The Subgrantee agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
26. All procurement (contract) transactions under this Subgrant 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 Subgrantee in excess of the Simplified Acquisition Threshold (currently \$150,000) set out in the Federal Acquisition Regulation must receive prior approval from the Grantor, 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.
27. Approval of this Subgrant Award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
28. Subgrantee agrees to use Program income (as defined in the Part 200 Uniform Requirements) 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.

29. **Subgrantees 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 OJPP. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, Subgrantees 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.
30. The Subgrantee agrees that funds received under this Subgrant 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.
31. The Subgrantee 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 Subgrantee 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 Subgrantee agrees to submit, upon request, documentation of its policies and procedures for monitoring of sub-contracts under this award.
32. The Subgrantee 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 Agency. Accordingly, the Subgrantee 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 Subgrantee 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 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:

- 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 Subgrantee 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 Subgrantee 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 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.

33. The Subgrantee understands and agrees that Award Amount 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>.
34. The Subgrantee understands and agrees that Award Amount 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>
35. The Subgrantee 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
36. The Subgrantee understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this Subgrant Award may be transferred or sold to a third party, except as described below:
 - a. Subgrantee 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.

The Subgrantee further understands and agrees to notify OJPP and BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this Subgrant Award, and to abide by any applicable laws and regulations in such disposal.

37. The Subgrantee 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.

Consistent with recommendation 2.1 of Executive Order 13688, a law enforcement agency that acquires controlled equipment with the Award Amount must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing

- Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment, (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the Subgrantee must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

38. With respect to this Subgrant Award, Subgrantee may not use federal funds to pay cash compensation (salary plus bonuses) to any employee of the award 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 Subgrantee 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 Subgrant 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.

39. The Subgrantee is advised that Metropolitan County Criminal Justice Services Agency (MCCJSA)/OJPP policies do not allow for the indefinite funding of programs. Therefore, the Subgrantee must look to other funding sources for future funding of this program. Approval of this Agreement in no way assures funding of this program in future years.

40. The Subgrantee shall provide any project information, documents, or files that may be reasonably required for monitoring, evaluation, and audit purposes, to the OJPP or BJA on request. Subgrantees shall also comply with all reporting as required by the Justice Assistance Grant program.

41. 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 Subgrant Period, the Subgrantee must report by letter to the OJPP 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 subgrant period, the Subgrantee must submit a second statement to the OJPP explaining the implementation delay. Upon receipt of the 90 day letter, the OJPP may cancel the project and redistribute the funds. The OJPP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90 day period. When this occurs, the appropriate Subgrantee files and records must so note the extension.

42. The Subgrantee is responsible for promptly notifying the OJPP 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 OJPP. No funds may be reallocated to a line item that is not included in the approved project budget without prior OJPP approval.

43. The Subgrantee 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.

44. The OJPP may suspend funding or place on probationary status any Subgrantee that the OJPP 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 Subgrant Conditions* may be downloaded from the internet utilizing the following site: <http://www.ojp.usdoj.gov/financialguide/index.htm> or by contacting the OJPP for a copy. *Standard Federal Subgrant Conditions* are updated periodically, and it is the responsibility of the Subgrantee to adhere to the most recent standards. The OJPP shall promptly notify the Subgrantee of any suspension or probation in writing. The Subgrantee shall implement corrective action recommended by the OJPP after receiving notice or face cancellation of the Agreement. The OJPP also reserves the right not to reimburse the Subgrantee for inadequately documented or unauthorized budget expenses.
45. The Subgrantee agrees to participate in a program evaluation process, which will be established by the OJPP, and to provide information and data necessary to measure program outcomes.
46. The OJPP staff may conduct periodic visits to the locations where services are provided by the Subgrantee. As part of the monitoring process, the Subgrantee shall allow OJPP staff to have access to clients participating in the program as well as staff being paid under the grant.
47. The Subgrantee agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this Agreement have a written “mandatory wear” policy in effect. The OJPP must keep signed certifications on file for any Subgrantees planning to utilize funds from this Agreement for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this Agreement may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all unfired officers while on duty.
48. 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 body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/>). In addition, ballistic resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.
49. No records associated with this Agreement may be disposed of without the prior written authorization of the OJPP and adherence to the Subgrantee’s respective records retention requirements.
50. The OJPP, at its discretion, may withhold payments to the Subgrantee where the Subgrantee is not fully complying with any reporting, audit, or other requirement of another subgrant administered by the OJPP.
51. The Subgrantee 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 OJPP may suspend payments, place on probation, or terminate funding to any Subgrantee that is not providing the level of service or substantially achieving the objectives that are described in the approved Application.
52. This Agreement shall be terminated on **June 30, 2024**, unless the Subgrant Period is changed and authorized by a Subgrant Adjustment Notice. Any request for an extension of the Subgrant Period must be made by the Subgrantee in writing to the OJPP at least thirty (30) days prior to the scheduled termination date.
53. 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 Subgrantee shall be responsible for providing the refund amount in full.

54. If a private non-profit organization incorporated under the laws of the State of Ohio, the Subgrantee'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 OJPP will view the governing body as the ultimate authority and responsible party.
55. The Subgrantee shall comply with all applicable provisions, standards, and requirements of the Edward Byrne Memorial Justice Assistance Grant Funding Directives.
56. Any published materials relevant to the activities of this program shall recognize the Franklin County Board of Commissioners as Grantor. Suggested language to meet this criterion is as follows:
 - i. "This (brochure, report, conference, etc.) was made possible through Grant Number _____ authorized by the Franklin County Board of Commissioners 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 Board of Commissioners or the Bureau of Justice Assistance"
57. The Subgrantee 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.
58. The Subgrantee 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. The Subgrantee shall provide a copy of such audit to the OJPP within 90 days of the issuing of the final audit report. In addition, the Subgrantee shall comply with any additional audit requirements that may be implemented by the OJPP.
59. The Subgrantee 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.
60. State or local appropriations or budgets, which have been supporting an existing program, cannot be used as match against Justice Assistance Grant funds.
61. The Subgrantee 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.

62. The Subgrantee 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, the Subgrantee 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).
63. Any law enforcement agency receiving funding from this JAG Agreement must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
64. The policy of the OJPP is not to make new Agreements to applicants who are not in compliance with the audit requirements.
65. The Subgrantee 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.
66. The Subgrantee 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 Subgrantee 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) Subgrantees that meet or exceed the threshold for the necessity of providing written translation must provide verification to the OJPP that all written materials are translated into the specific language of that LEP population.
 - b) Pursuant to 42 U.S.C. 2000d, Subgrantees though the DOJ 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.
67. The Subgrantee agrees that Award Amount provided under this Agreement may not be used to operate a “pay-to-stay” program in any local jail. The Subgrantee further agrees not to subaward funds to local jails which operate “pay-to-stay” programs.
68. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate the Agreement).

The Subgrantee must comply with all applicable requirements pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as “employees” of the recipient or of any subrecipient.

The details of the Subgrantee’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Agreement condition: Prohibited conduct by Subgrantees related to trafficking in persons (including reporting requirements and OJP authority to terminate Agreement), and are incorporated by reference here.

69. This special condition facilitates compliance with the provisions of the 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 Agreement may be obligated to support meth lab operations unless the grantee implements this special condition. The OJP in consultation with the BJA, 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 Subgrantee for any OJP funded meth lab operation:

- a) The Subgrantee 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 for those operations
- b) The Subgrantee 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.
- c) The Subgrantee 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 Subgrantee's Mitigation Plan. These mitigation measures must be included as special conditions in all subgrants:
 - a. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
 - b. 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;
 - c. As determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment;
 - d. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
 - e. 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;
 - f. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at property licensed recycling facilities;
 - g. Monitor the transport, disposal, and recycling components of subparagraphs numbered 5 and 6 immediately above in order to ensure proper compliance;
 - h. 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
 - i. 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.

70. As it relates to on-going compliance with 8 U.S.C. 1373, the Subgrantee understands:

A) No local government entity, -agency, or -official may prohibit or in any way restrict—(1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining or exchanging information regarding immigration status as described in 8 U.S.C. 1373(b). For purposes of this Agreement, any prohibition (or restriction) that violates this condition is an “information-communication restriction.”

B) Local government Subgrantees must submit a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the Agreement, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Similarly, the Subgrantee must require that no subrecipient (at any tier) may make a further subaward to a State or local government or a “public” institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373, properly executed by the chief legal officer of the jurisdiction or institution that would receive the further subaward, using the appropriate OJP form.

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

D) The Subgrantee may not be awarded funding, if at the time of the obligation, the “program or activity” of the recipient that is funded in whole or in part with award funds is subject to any “information-communication restriction”.

E) The Subgrantee must promptly notify OJPP and OJP (in writing) if the Subgrantee, from its requisite monitoring of compliance with Agreement conditions or otherwise, has credible evidence that indicates that the funded “program or activity” of the Subgrantee that is either a State or a local government or a “public” institution of higher education, may be subject to any “information-communication restriction.” In addition, any subaward to a subrecipient that is a local government, or a “public” institution of higher education must require prompt notification to the entity that made the Agreement, should credible evidence regarding an “information-communication restriction” become known.

F) Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances, any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this Agreement.

G) For purposes of this condition:

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

(2) A “public” institution of higher education is one that is owned, controlled, or directly funded by a State or local government.

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

(4) “Immigration status” means what it means for purposes of 8 U.S.C. 1373 (Illegal Immigration Reform and Immigrant Responsibility Act of 1996); and terms that are defined in 8 U.S.C. 1101 (Immigration and Nationality Act) mean what they mean under that section 1101, except that the term “State” also shall include American Samoa (cf 42 U.S.C. 901 (a)(2)).

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

(6) For purposes of this section “information-communication restriction” has the meaning set out in the Agreement condition entitled “Ongoing compliance with 8 U.S.C. 1373 is required.”

(7) Both the “Rules of Construction” and the “Important Note” set out in the Agreement condition entitled “Ongoing compliance with 9 U.S.C. 1373 is required” are incorporated by reference as though set forth here in full.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to the U.S. Department of Justice, OJP, before Agreement acceptance.

71. The following provisions apply to local government Subgrantees of this Agreement as it pertains to rules or practices related to aliens:

1. Requirements

With respect to the “program or activity” that is funded (in whole or in part) by this Agreement, as of the date the Subgrantee accepts this Agreement, and throughout the remainder of the period of performance for the Agreement –

A. A local ordinance, -rule, -regulation, -policy, or –practice must be in place that is designed to ensure that agents of the United States acting under color of federal law in fact are given access a local-government (or local government contracted) correctional facility for the purpose of permitting such agents to meet with individuals who are (or are believed by such agents to be) aliens and to inquire as to such individuals’ right to be or remain in the United States.

B. A local ordinance, -rule, -regulation, -policy, or –practice must be in place that is designed to ensure that, when a local-government correctional facility receives from DHS a formal written request authorized by the Immigration and Nationality Act that seeks advance notice of the scheduled release date and time for a particular alien in such facility, then such facility will honor such request and – as early as practicable provide the requested notice to DHS.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to the U.S. Department of Justice, OJP, before Agreement acceptance.

72. If funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (“CODIS,” the DNA database operated by the FBI) by a

government DNA laboratory with access to CODIS.

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

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

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

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

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

75. The Subgrantee must read and understand Executive Order 2007-O1S (the “Order”) and the Ohio ethics and conflict of interest laws, and is prohibited from taking any actions inconsistent with those laws and Order. When services are provided through contractual agreements with outside agencies, the Subgrantee’s contractor must also comply with the Order. Failure to comply with the Order is, in itself grounds for termination of the Subgrant Award and may result in the loss of other contracts or grants.

**U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller**

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Subgrantee)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published in Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, PLEASE REVIEW EXECUTIVE ORDER 12549)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature of Authorized Official

Andrew Ginther, Mayor
City of Columbus, OH

Franklin County
Office of Justice Policy & Programs
Subgrant Application Title Page

Form available for download at www.franklincountyohio.gov/jpu

Subgrant Number (OJPP use only)	Receipt Date
FY 22 JAG	

FY 22 Justice Assistance Grant (JAG) Application

A. Geographic Target					
B. Title of Project	Columbus Police Crime Lab Drug Identification Equipment Project				
C. Project Period	January 1, 2023 to June 30, 2024				
D. Type of Application	<input checked="" type="checkbox"/> New Project <input type="checkbox"/> Existing Project				
E. Focus of Application	<input checked="" type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Township <input type="checkbox"/> Village				
F. Budget Summary	JAG Funds 106,000 Total Budget 106,000				
G. Project Director <i>The project director listed must be the main contact for this project and the person with whom the OHS&JP can regularly communicate.</i>	Prefix Manager	First Name Angela	MI K	Last Name Farrington	Suffix
	Title Forensic Services Bureau		Agency Columbus Division of Police		
	Address 770 E. Woodrow Avenue		City Columbus	Zip 43207	
	Phone 614-64-2771		Fax		
	Email afarrington@columbuspolice.org		County Franklin		
H. Implementing Agency <i>Please list the agency that will implement the project.</i> <i>The representative listed must be the chief executive officer for the agency.</i>	Prefix Chief	First Name Elaine	MI	Last Name Bryant	Suffix
	Title Chief of Police		Agency Columbus Division of Police		
	Address 120 Marconi Blvd.		City Columbus	Zip 43215	
	Phone 614-645-4010		Fax		
	Email ebryant@columbuspolice.org		County Franklin		
I. Subgrantee <i>Please list the agency that will serve as the fiduciary agent for the subgrant.</i> <i>The representative listed must be the chief executive officer for the agency.</i> See Directives for Eligibility	Prefix Honorable	First Name Andrew	MI	Last Name Ginther	Suffix
	Title Mayor of Columbus		Agency City of Columbus		
	Address 90 West Broad Street		City Columbus	Zip 43215	
	Phone 614-645-7671		Fax		
	Email ajginther@columbus.gov		County Franklin	Subgrantee Tax I.D. 34-6400223	
J. Application Prepared by:	Name: Jennifer Patton				
K. Budget Pages Prepared by:	Name: Jennifer Patton				
L. Quarterly Financial Reports will be Prepared by:	Name: Abbie Green				
M. Quarterly Performance Reports will be Prepared by:	Name: Angela Farrington				

Agency Name: _____

JAG EXECUTIVE SUMMARY

Subgrant Number (OJPP Use Only)	Receipt Date
2022-____-____-____-____	

The Executive Summary serves as a concise and accurate description of the proposed project. Information in the Summary is forwarded to the Governor's Office, and other local, state and federal agencies for public information requests. Summary information must be submitted in the space provided.

PROBLEM STATEMENT

The Drug Identification Section of the Columbus Police Crime Laboratory is currently using some aged instrumentation for the analysis of controlled substances. The section is outfitted with eight gas chromatograph mass spectrometer (GC/MS) systems and two infrared attenuated total reflectance (FTIR/ATR) systems that are employed daily to meet the case demands. Three GC/MS systems are over 20 years old, and one FTIR/ATR system is over 15 years old. While these systems continue to function at this time, they are not ideal. The instruments are nearing their serviceable life expectancy as parts for these models are no longer manufactured or kept in stock and therefore may not be available to remedy an issue. The operating software for the GC/MS systems is antiquated and not compatible with newer versions of Windows. An update to transition to electronic data management to reduce paper usage and allow for more efficient data analysis including remote access is expected to be implemented in late 2022. However, two GC/MS systems are incompatible with this update and will have to be phased out of service. With phasing out two systems and two additional systems nearing their instrument life expectancy, the instrumental capacity of the Columbus Police Crime Laboratory Drug Identification Section will decrease and be unable to meet current case demand if newer instrumentation is not proactively procured and implemented into casework.

PROJECT DESCRIPTION

The funding will be used to purchase a GC/MS system and FTIR/ATR system. The FTIR/ATR system will only be purchased if funds remain after the purchase of the GC/MS. The laboratory may be able to trade-in several of their aged systems for a cost savings on the purchase of new GC/MS which would allow for the purchase of a FTIR/ATR system.

Once purchased and installed, funding will be used to provide familiarization training to analysts in the section on the operation and maintenance of the purchased instrumentation. This training will allow the analysts to become accustomed to the new instrument in order to use the instrument to its full potential. After familiarization training, the performance of the instrument will be verified prior to placing it into service in accordance to laboratory accreditation requirements. Analysts in the section will be tasked by the section technical leader to verify the performance of the instrument. The instrument will be implemented into casework after performance verification. The section technical leader will update the technical procedures as needed, and analysts will use the instrumentation for the analysis of submitted evidence.

OBJECTIVES – Please include a minimum of two.

- Goal 1: Purchase additional instrumentation to analyze evidence for the presence of controlled substances. The laboratory will work with the Department of Public Safety fiscal operations personnel to ensure all required purchasing guidelines are followed.
- Goal 2: Provide instrumentation familiarization training to analysts in the Drug Identification Section. The laboratory will follow the Columbus Division of Police Division Directives and Columbus City Auditor polices for travel and training.
- Goal 3: Perform instrument verification to comply with ANAB and ISO-IEC 17025:2017 accreditation standards.
- Goal 4: Implement purchased instrumentation into casework using a paperless workflow.
- Goal 5: Purchase additional supplies and consumables needed to operate the additional instrumentation. The laboratory will work with the Department of Public Safety fiscal operations personnel to ensure all required purchasing guidelines are followed.

COLLABORATING PARTNERS

The purchase, acquisition, and installation of these systems will require collaboration with the City of Columbus Purchasing Department and the vendors of the systems, Agilent and Perkin Elmer.

PRIMARY ACTIVITIES SUPPORTED BY JAG FUNDS

(1) Identify the specifications needed for the GC/MS and FTIR/ATR systems (2) Complete the purchases, including the bid process if required. (3) Work with vendors to install, calibrate, and become trained on the new systems (4) Update laboratory policies and procedures as needed to incorporate the new systems and software.

**Franklin County Office of Justice Policy and Programs
Detailed Budget Application**

Subgrant Number: 22-JAG-1000

PART A - BUDGET REQUEST BY RESOURCE

	Amount	Percentage %
OJP&P Funds Requested:	106,000	100.00%
Cash Match:	0	0.00%
Inkind Match:	0	0.00%
Total Project Budget:	106000	100.00%

Identify Source of Additional Funding: N/A

PART B - BUDGET REQUEST BY COST CATEGORY

Please note only Federal costs should be detailed by cost category. Do not include other budget sources.

Section 1 - Personnel Costs

Salaries and Personnel

Name/ Vacant	Title	No. Hrs.	Hrly Rate	Total
		0	0	0
				0
				0
				0
				0
				0
				0
				0
Salary Subtotal:				0

Employer's Share of Fringe Benefits:

Fringe Benefits	Rate (%)	Total Yearly Wages	Total Cost
PERS (government agencies)		0	0
FICA (private agencies)		0	0
Retirement (private agencies)		0	0
Worker's Compensation (actual rate)		0	0
Unemployment Compensation (rate applies only to first \$9,000/employee)		0	0
Medicare		0	0
Health Insurance			
<i>Fill in the formula: \$ (Monthly Rate) x (# Months) x (FTE)</i>			
Fringe Subtotal:			0

Section 1 - Personnel Total: 0

Narrative Required: Provide justification for each position; list job duties.

Section 2 - Consultants/Contracts

Name	Hourly Fee	Hours	Total
	0	0	0
			0
			0
			0

Section 2 - Consultants/Contracts Total: 0

Narrative Required: Provide justification, method of procurement and basis of selection.

Section 3 - Travel

A. Auto	No. Miles	Per Mile	Total
	0	0	0
	0	0	0

B. Commercial	Destination	Fare	Total
		0	0
		0	0

C. Per Diem: (Meal & Lodging Only)	No. of days	Rate	Total
	0	0	0
	0	0	0

D. Other (Specify):	No. Items	Rate	Total
	0	0	0
	0	0	0

Section 3 - Travel Total #REF!

Narrative Required: Provide justification for travel. Costs must relate to the project staff & objectives.

Section 4- Equipment

Item(s) Being Purchased	Quantity	Unit Price	Total
GC/MS	1	95,000	95000
FTIR/ATR	1	11000	11000
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0

Section 4 - Equipment Total 106000

Narrative Required: Provide justification for the equipment requested.

The Drug Identification Section of the Columbus Police Crime Laboratory is currently using some aged instrumentation for the analysis of controlled substances. The section is outfitted with eight gas chromatograph mass spectrometer (GC/MS) systems and two infrared attenuated total reflectance (FTIR/ATR) systems that are employed daily to meet the case demands. Three GC/MS systems are over 20 years old, and one FTIR/ATR system is over 15 years old. While these systems continue to function at this time, they are not ideal. The instruments are nearing their serviceable life expectancy as parts for these models are no longer manufactured or kept in stock and therefore may not be available to remedy an issue. The operating software for the GC/MS systems is antiquated and not compatible with newer versions of Windows. An update to transition to electronic data management to reduce paper usage and allow for more efficient data analysis including remote access is expected to be implemented in late 2022. However, two GC/MS systems are incompatible with this update and will have to be phased out of service. With phasing out two systems and two additional systems nearing their instrument life expectancy, the instrumental capacity of the Columbus Police Crime Laboratory Drug Identification Section will decrease and be unable to meet current case demand if newer instrumentation is not proactively procured and implemented into casework.

Section 5 - Supplies

List of Items to be Purchased	Quantity	Unit Price	Total
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0

Section 5- Supplies Total 0

Narrative Required: Provide justification for the supplies; provide allocation method.

Section 6 - Other Costs

Other Charges	Cost	Terms	Total
Rent-Facilities	0	0	0
Cost of Ownership	0	0	0
Telephone	0	0	0
Utilities	0	0	0
Bookkeeping/Audit	0	0	0
Maintenance	0	0	0
Clerical	0	0	0
Auto Lease/ST Rental	0	0	0
Equipment Lease/ST Rental	0	0	0
Photocopying	0	0	0
Printing	0	0	0
Other (Specify)	0	0	0
Other (Specify)	0	0	0
Other (Specify)	0	0	0

Section 6 - Other Costs Total

Narrative Required: Provide justification for other costs; provide allocation methods where appropriate.

Section 7 - Confidential Funds (Applies to Drug Task Force Projects Only)

Implementing Agency Confidential Funds	Total
0	0

Section 7- Confidential Fund Total

Narrative Required: Provide justification for Confidential Funds.

Section 8 - Indirect Costs

Amount of Direct Costs Less Equipment	Percent 0 to 10%	Total
0	0.00%	0

Section 8 - Indirect Cost Total

Narrative Required: Provide justification for Indirect Cost; attach a copy of your federally approved plan.

PART C- BUDGET REQUEST BY RESOURCE & COST CATEGORY

	Matching Funds		OJP&P Funds	Total
	Inkind	Cash		
1. Personnel				0
2. Consultant/Contracts				0
3. Travel				0
4. Equipment			106,000	106000
5. Supplies				0
6. Other Costs				0
7. Confidential Funds				0
8. Indirect Cost				0
9. Total Project Budget				106000

Narrative: Federal, State and Local Funding Sources-please provide information on funding that is received by your Agency that is relevant to this project applied for. Include the source, amount received, and year funds were awarded.

Do you have other funding resources not identified above?

Yes	No
	x

Prepared by: Name and Title
 Jennifer L Patton

Date:
 8/2/2022



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