

SUBGRANT AWARD

SUBGRANTEE AGENCY: **CITY OF COLUMBUS** PROJECT PERIOD: 09/01/14 – 9/30/14

SUBGRANT NUMBER: 11-JAG-1000 CFDA #: 16.738

PROJECT TITLE: DNA Interpretation Improvements

In accordance with the provisions of the Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)), and on the basis of the approved application, the Franklin County Office of Homeland Security & Justice Programs, as the duly authorized County Agency, hereby approves the project application submitted as complying with Fiscal Year 2011 requirements of the Agency and awards to the foregoing Subgrantee an action Subgrant as follows:

Source of Funds	Amount	Percentage
Federal Fund – FY 2011	\$2,700.00	100.00%
Local Cash or Inkind Match	\$0.00	0.00%
Project Total	\$2,700.00	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 within a program specified in the Bureau of Justice Assistance directives and within the purposes and categories authorized by the Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)).

This Subgrant is subject to the statements as set forth in the Project Budget and Project Narrative and revisions thereto and the Subgrantee's final application which is hereby included by reference herein and to the certifications, Subgrant Conditions, Standard Federal Subgrant Conditions, and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein.

This Subgrant shall become effective as of the award date, for the period indicated, upon return to the Agency of the award copy and Certificate of Non-Supplanting, executed on behalf of the Subgrantee in the spaces provided.

FRANKLIN COUNTY
HOMELAND SECURITY & JUSTICE PROGRAMS

Kathy Crandall, Director

I hereby certify that the Subgrantee has set aside the local match in the amount of \$0.00 cash as the matching share for the approved application, and accept this Subgrant on behalf of the Subgrantee.

Signature of Authorized Official

Michael B. Coleman, Mayor

Name and Title of Official

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

SUBGRANT AWARD

SUBGRANTEE AGENCY: **CITY OF COLUMBUS** PROJECT PERIOD: 09/01/14 – 6/30/15

SUBGRANT NUMBER: 12/13-JAG-1000 CFDA #: 16.738

PROJECT TITLE: DNA Interpretation Improvements

In accordance with the provisions of the Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)), and on the basis of the approved application, the Franklin County Office of Homeland Security & Justice Programs, as the duly authorized County Agency, hereby approves the project application submitted as complying with Fiscal Years 2012 and 2013 requirements of the Agency and awards to the foregoing Subgrantee an action Subgrant as follows:

Source of Funds	Amount	Percentage
Federal Fund – FY 2012	\$64,198.00	96.82%
Federal Fund – FY 2013	\$2,102.00	3.18%
Project Total	\$66,300.00	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 within a program specified in the Bureau of Justice Assistance directives and within the purposes and categories authorized by the Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)).

This Subgrant is subject to the statements as set forth in the Project Budget and Project Narrative and revisions thereto and the Subgrantee's final application which is hereby included by reference herein and to the certifications, Subgrant Conditions, Standard Federal Subgrant Conditions, and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein.

This Subgrant shall become effective as of the award date, for the period indicated, upon return to the Agency of the award copy and Certificate of Non-Supplanting, executed on behalf of the Subgrantee in the spaces provided.

FRANKLIN COUNTY
HOMELAND SECURITY & JUSTICE PROGRAMS

Kathy Crandall, Director

I hereby certify that the Subgrantee has set aside the local match in the amount of \$0.00 cash as the matching share for the approved application, and accept this Subgrant on behalf of the Subgrantee.

Signature of Authorized Official

Michael B. Coleman, Mayor

Name and Title of Official

SUBGRANT AWARD

This agreement by and between the Board of County Commissioners of Franklin County, Ohio, 373 South High Street, Columbus, Ohio (hereinafter the Fiduciary) and the City of Columbus, Ohio, 90 W. Broad Street, Columbus, Ohio 43215 (hereinafter the Subgrantee and Implementing Agency).

WITNESSETH

The following are conditions of this agreement:

1. This agreement is in regard to the Justice Assistance Grant Award Number 11/12/13-JAG-1002 (entitled "DNA Interpretation Improvements") only, as awarded by the Franklin County Board of Commissioners. This funding is provided by the Bureau of Justice Assistance.

As the Local Criminal Justice Coordinating Council for Franklin County, the Office of Homeland Security and Justice Programs Unit shall be responsible for monitoring the Implementing Agency's compliance with this agreement.

2. With respect to the FY 2012 and 2013 JAG awards, this agreement shall commence September 1, 2014 and shall terminate on June 30, 2015, unless extended by a Subgrant Adjustment Notice. Funding provided through the FY2011 the Justice Assistance Grant award shall terminate on September 30, 2014.
3. The application for this Subgrant submitted by the Subgrantee to the Office of Homeland Security & Justice Programs, and the Subgrant Award, are incorporated into this agreement by reference.
4. The Subgrantee hereby agrees to provide the services and achieve the objectives described in the attached application, and to adhere to all Standard Federal Subgrant Conditions and Special Conditions of the Subgrant Award.
5. From the Subgrant monies provided it by the Office of Justice Programs, the Fiduciary shall make payments to the Subgrantee based on quarterly vouchers submitted to the Office of Homeland Security & Justice Programs.
6. Payments made by the Fiduciary 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.
7. The total amount of payments to be issued to the Subgrantee under this agreement shall not exceed **sixty nine thousand dollars (\$69,000.00)** or such other amount awarded under a revised subgrant award.
8. The Subgrantee shall be responsible for providing \$0.00, or such other amount as required under a revised subgrant award, over and above the amount provided by the

Fiduciary during the period of this agreement. These funds shall originate from an allowable source of match funding as specified by the Subgrant guidelines.

9. The Subgrantee shall allow access to any books, documents, papers, and records that are pertinent to the Subgrant received, for the purposes of audit, evaluation, or examination, to the following entities:
 1. The Fiduciary
 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 Homeland Security & Justice Programs
 8. Any other entity entitled by applicable law

Records must be retained for a period of three (3) years following the final program termination date in accordance with Chapter 12 (Retention and Access Requirement for Records) of the Standard Federal Subgrant Conditions of the Subgrant Award. If any action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action or until the end of the three year period, whichever is later. Implementing Agency must also receive prior written approval of the Office of Homeland Security & Justice Programs Unit and the Franklin County Records Commission prior to the disposal of any Subgrant 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.
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 thirty (30) days written notice to the breaching party.
13. Upon cancellation or termination of this contract pursuant to Paragraphs 11 or 12 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 the Implementing Agency. The Subgrantee shall not be entitled to reimbursement for any expenses incurred after the date that the notice of cancellation or termination is received by the Implementing Agency unless such expenses are first approved by the Office of Homeland Security & Justice Programs in writing. No other amounts shall be paid by the parties as damages under this agreement.
14. Absent breach, cancellation, modification, or termination by either party, this agreement shall be absolutely terminated on **June 30, 2015**, unless the Subgrant period is changed and approved by a Subgrant Adjustment Notice. Any request for a contract extension must be made in writing by the Subgrantee to the Office of Homeland Security & Justice Programs at least sixty (60) days prior to the termination date.

15. The Office of Homeland Security & Justice Programs may place the Subgrantee Agency on probation or suspend Subgrant payments to the Agency if it determines that the funded project is not providing the level of service or achieving the objectives that are described in the approved Subgrant application, or determines that the Agency is not complying with any condition of this contract or any Standard Federal Subgrant Condition or Special Condition of the Subgrant Award, or in violation of any federal, state, or local law.
16. This contract is subject to amendments, modifications, or alterations anytime, provided such amendments, modifications, or alterations are agreed upon in their entirety by all parties hereto, and executed in accordance with applicable provisions of the Ohio Revised Code.
17. This contract 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.
18. In the event that an authorized governmental agency 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.
19. If the recipient is a private non-profit organization incorporated under the laws of the State of Ohio, the Subgrantee's governing body (i.e. board of directors) has the ultimate fiscal, policy, and administrative responsibility for the Implementing Agency's programs and staff actions. In all cases, the Fiduciary will view the governing body as the ultimate authority and responsible party.
20. The Subgrantee shall obtain a blanket fidelity bond in an amount equal to or greater than the federal Subgrant award amount. In addition, the Subgrantee should obtain bonding coverage for errors and omissions. The requirement to obtain a blanket fidelity bond is applicable to non-profit agencies only unless otherwise specified by the Office of Homeland Security & Justice Programs.
21. The Subgrantee Agency agrees to participate in a program evaluation process that will be established by the Office of Homeland Security & Justice Programs, and to provide information and data necessary to measure program outcomes.
22. Subgrantee Agency shall submit quarterly reports of performance and subgrant expenditures to the Office of Homeland Security & Justice Programs **no later than 25 days following each quarter end**. The reporting format shall be prescribed by the Office of Homeland Security & Justice Programs.

IN WITNESS WHEREOF, Michael B. Coleman, Mayor of the City of Columbus has hereunto set his/her hand to this agreement on the day and year first written above.

IN WITNESS WHEREOF, members of the Franklin County Board of Commissioners have hereunto set their hands to this agreement on the day and year first written above.

Kathy Crandall, Director
Franklin County Homeland Security & Justice

Michael B. Coleman, Mayor
City of Columbus

Approved as to form:
Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

By: _____

Date: _____

CERTIFICATE OF NON-SUPPLANTING

SUBGRANTEE AGENCY: City of Columbus

AWARD DATE: Sept. 1, 2014

SUBGRANT NUMBER: 11/12/13-JAG-1002

AWARD AMOUNT-FEDERAL FUNDS: \$69,000.00

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 Office of Homeland Security & Justice Programs/MCCJSA before funds will be released to the Subgrantee.

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

Signature of Authorized Official

Michael B. Coleman, Mayor

Typed Name and Title of Official

Date of Signature

SPECIAL CONDITIONS

JAG

1. Subgrantee 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 Subgrantee 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.
2. Subgrantee 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.
3. 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 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 subgrant 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 subgrant files and records must so note the extension.
4. Subgrantee 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.
5. Subgrantee 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.
6. 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 Subgrant 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 Subgrant Conditions* are updated annually. 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 subgrant. The Office of Homeland Security & Justice Programs also reserves the right not to reimburse the Subgrantee for inadequately documented or unauthorized budget expenses.

7. Subgrantee 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.
8. The Office of Homeland Security & Justice Programs staff may conduct periodic visits to the locations where services are provided by the Subgrantee Agency and to the administrative offices of the Subgrantee Agency. As part of the monitoring process, the Subgrantee 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.
9. Subgrant certified assurances (i.e. Non-Supplanting, Security and Privacy, Fidelity Bonding and National Environmental Policy Act) and the approved subgrant application are attached and are incorporated as part of this subgrant award.
10. Subgrantee Agency shall submit quarterly reports of subgrant expenditures to the Office of Homeland Security & Justice Programs. Specifically, **recipients of JAG funding will be required to submit financial and programmatic reports within twenty five (25) days after each calendar quarter.** The reporting format shall be prescribed by the Office of Homeland Security & Justice Programs.
11. 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.
12. The Office of Homeland Security & Justice Programs, at its discretion, may withhold subgrant payments to the Subgrantee 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.
13. The Subgrantee 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.
14. This subgrant shall be absolutely terminated on June 30, 2015, 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 Agency in writing to the Office of Homeland Security & Justice Programs at least sixty (60) days prior to the scheduled termination date.
15. 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.
16. 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 Implementing 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.

17. The Subgrantee and Implementing Agency shall comply with all applicable provisions, standards, and requirements of the Edward Byrne Memorial Justice Assistance Grant Funding Directives.
18. 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"
19. Subgrantee 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.
20. Subgrantee must comply with the audit requirements of OMB Circular A-133 (Audits of Non-Profit Organizations). Agencies receiving \$500,000.00 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. Subgrantee 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 Subgrantee 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.
21. Subgrantee and Implementing Agency are 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.
22. State or local appropriations or budgets, which have been supporting an existing program, cannot be used as match against Justice Assistance Grant funds.
23. Subgrantee and Implementing 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.
24. The Subgrantee is reminded that it will be required to certify and document that Federal funds made available to Franklin County will be used to increase and not to replace State or Local funds otherwise

available for criminal justice programs. Certification can be achieved by completing the Certificate of Non-Supplanting (attached).

25. Subgrantee and Implementing Agency are also 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).
26. Pursuant to 23 USC 402,403 and 29 USC 668, each recipient agency, of Federal contracts, subcontracts and grants shall encourage adoption and enforcement of on the job seat belt policies and programs for their employees, contractors and sub recipients when operating company-owned, rented or personally owned vehicles.
27. 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.
28. Subgrantee and Implementing 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.
29. Subgrantee and Implementing 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 Subgrantee and Implementing 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.
30. Subgrantee and Implementing Agency agree 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.
31. 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 subaward funds to local jails which operate “pay-to-stay” programs.
32. 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 grantee 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
2. The grantee 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 grantee 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 property 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.

33. The Subgrantee Agency agrees to comply with all reporting data collection and evaluation requirements, as prescribed by the BJA in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by BJA and OHS&JP.

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
(Sub-Recipient)

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.

Michael B. Coleman, Mayor

Name and Title of Authorized Representative

Signature

Date

SINGLE AUDIT ACT ASSURANCE

According to the U.S. Office of Budget & Management (OMB) Circular A-133, a sub-recipient who expends \$500,000 or more of (combined) federal and state/local match funds within a Fiscal Year must have an audit completed within nine (9) months of the fiscal year close. This \$500,000 includes the sum of all expenditures made with federal funds, regardless of the source, and any state or local funds used to match federal funds.

If your **organization did not expend more than \$500,000 of Federal Program Funds (including matching funds)** within the last fiscal year, please sign below to certify that your organization has no audit responsibility this year.

Organization: _____

Organization's Fiscal Year: _____ to _____

C.E.O. Name: _____ Title: _____

C.E.O. Signature: _____ Date: _____

If your **organization did expend more than \$500,000** in combined federal and match funds during the past fiscal year, an audit must be completed. The resulting Data Collection Form (DCF) and Reporting Package* must be submitted to: Federal Audit Clearing House, Bureau of the Census, 1201-E. 10th Street, Jeffersonville, Indiana 47132. In addition, a copy of the transmittal cover letter should be mailed to the Office of the Comptroller, Office of Justice Programs, ATTN: Control Desk, U.S. Department of Justice, 810 7th Street, N.W., Room 5303, Washington, DC 20531.

If your organization was required to have a single audit, **you must submit a copy of the Reporting Package to the Franklin County Office of Homeland Security & Justice Programs** no later than nine (9) months after your agency's fiscal year end or within 30 days of receipt from the auditor, whichever is sooner. Please sign below and return this page to the Franklin County Office of Homeland Security & Justice Programs.

Fiscal Period Covered By Audit: _____ to _____

Name of Authorized Official: Michael B. Coleman Title: Mayor

Signature of Authorized Official: _____ Date: _____

*Please see Federal Register Vol. 60 No.:125, Sections 320(d) and (e) of reporting requirements for information on DCF and Reporting Package.

CERTIFICATION FORM

Recipient Name and Address: _____

Grant Title: _____ Grant Number: _____ Award Amount: _____

Contact Person Name and Title: _____ Phone Number: () _____

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEO) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEO requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEO, but they do not need to submit the EEO to OJP for review. Recipients that claim a complete exemption from the EEO requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEO recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEO Requirement. Please check all the boxes that apply.

- | | |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees, | <input type="checkbox"/> Recipient is an Indian tribe, |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or |
| <input type="checkbox"/> Recipient is a medical institution, | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

_____ Print or type Name and Title	_____ Signature	_____ Date
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Section B- Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEO to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, _____ [responsible official], certify that the _____ [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEO in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEO has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEO is on file in the office of: _____ [organization], at _____ [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

_____ Print or type Name and Title	_____ Signature	_____ Date
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