



CITY OF DETROIT  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF DEVELOPMENT AND GRANTS

COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE, SUITE 1026  
DETROIT, MICHIGAN 48226  
PHONE: 313 • 628-2158  
FAX: 313 • 224 • 0542  
WWW.DETROITMI.GOV

March 1, 2022

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Request to Accept and Appropriate a Sub-award of the Operation Legend Grant**

Wayne County has awarded the City of Detroit Police Department (DPD) with a sub-award from the Operation Legend Grant for a total of \$474,991.00. There is no match requirement. This grant is a sub-award from the U.S. Department of Justice. The total project cost is \$474,991.00.

The objective of the grant is to increase capacity for two of DPD's evidence-based and technology-driven approaches to violence reduction: 1) DPD Informatics; a highly-specialized data analysis and visualization unit housed within the DPD Real Time Crime Center, and 2) ShotSpotter, a gunshot detection technology located within two of DPD's high-crime precincts. The funding allotted to the department will be utilized for dedicated ShotSpotter technology, response officer overtime, statistical software, server equipment and storage capacity. This is a reimbursement grant.

If approval is granted to accept and appropriate this funding, the appropriation number is 21114.

I respectfully ask your approval to accept and appropriate funding in accordance with the attached resolution.

Sincerely,

DocuSigned by:  
*Terri Daniels*  
4D2BEEE23C8D489...

Terri Daniels  
Director of Grants, Office of Development and Grants  
CC:  
Sajjiah Parker, Assistant Director, Grants

DocuSigned by:  
*Steven Watson*  
42C91AA10FE84AD...

Office of Budget

DocuSigned by:  
*[Signature]*  
7025B7659A3D409...

Agreement Approved as to Form  
By the Law Department



## Office of Development and Grants

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### RESOLUTION

**Council Member** \_\_\_\_\_

**WHEREAS**, the Detroit Police Department (DPD) is requesting authorization to accept a sub-award from a grant of reimbursement from Wayne County, in the amount of \$474,991.00, to increase capacity for two of DPD's evidence-based and technology-driven approaches to violence reduction: 1) DPD Informatics; a highly-specialized data analysis and visualization unit housed within the DPD Real Time Crime Center, and 2) ShotSpotter, a gunshot detection technology located within two of DPD's high-crime precincts; and

**WHEREAS**, the Law Department has approved the attached agreement as to form; and

**WHEREAS**, this request has been approved by the Office of Budget; now

**THEREFORE, BE IT RESOLVED** that the Director or Head of the Department is authorized to execute the grant agreement on behalf of the City of Detroit, and

**BE IT FURTHER RESOLVED**, that the Budget Director is authorized to establish Appropriation number 21114, in the amount of \$474,991.00, for the Operation Legend Grant.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CHARTER COUNTY OF WAYNE AND THE CITY OF DETROIT  
GRANT AWARD 2020-MU-BX-0005 Supplement 02**

THIS AGREEMENT, hereinafter referred to as the "Agreement," is a contract between the Charter County of Wayne, Michigan, a body corporate and a Michigan Charter County, acting by and through the Wayne County Prosecutor's Office ("County") and the City of Detroit, a Michigan municipal corporation, acting by and through its Police Department ("City"). This Agreement sets forth the terms between the parties concerning the City's "Crime Pattern Analysis Infrastructure and Response 2020" project funded by a supplemental award to the County under its "BJA FY20 Solicited-Operation Legend" federal grant award.

**1. PURPOSE**

**1.01** This Agreement is entered into with specific federal authorization under grant award number 2020-MU-BX-0005 Supplement 02 for the purpose of increasing the capacity of the City's evidence-based and technology-driven approaches to reducing violence.

**2. FEDERAL AWARD IDENTIFICATION**

**2.01 Funding Source and Agreement Amount**

The County, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$474,991 in the form of a subaward to the City from the County's FY20 Solicited-Operation Legend Supplemental 02 award.

The City's DUNS number is 137199266.

The Federal Award Identification Number is 2020-MU-BX-0005.

The Federal Award date is November 4, 2021.

The Catalog of Federal Domestic Assistance (CFDA) number is 16.738.

The CFDA Title is the Edward Byrne Memorial Justice Assistance Grant Program.

The solicitation's name under which this Agreement is formed is "BJA FY20 Solicited-Operation Legend."

The awarded project's full title is "Wayne County Operation Legend."

The Supplemental Award amount, 2020-MU-BX-0005 Supplement 02, is \$500,000.

The total Federal Award amount is \$2,928,562.

The type of award is a grant.

The Federal Awarding Agencies are the Bureau of Justice Assistance (BJA) and the Office of Justice Programs (OJP).

**2.02 Grant Summary:** The proposed project will provide a much-needed increase in capacity for two of DPD's evidence-based and technology-driven approaches to violence reduction: 1) DPD Informatics; a highly-specialized data analysis and visualization unit housed within the DPD Real Time Crime Center, and 2) ShotSpotter, a gunshot detection technology located within two of DPD's most violent precincts.

### **3. SCOPE OF SERVICE**

**3.01** The County engages the City and the City agrees to faithfully and diligently perform and complete the services described in **APPENDIX A**, Statement of Work, which is part of this Agreement through reference, in accordance with the terms and conditions contained in this Agreement and consistent with the standard of practice in the community.

**3.02** The City shall provide all fiscal and programmatic reports and documentation including performance measures and program assessment data as established by the County in accordance with the schedule set by the BJA in order to meet its obligation under this BJA grant. Invoices and supporting documentation is due in accordance with Article 8. Performance reports and other program assessment data due dates along with other necessary instructions will be emailed to the City's project coordinator as soon as the information becomes available to the County.

**3.03** The City shall coordinate implementation and execution of the project with CAN's Center for Justice Research and Innovation, the Technical and Training Assistance Provider assigned by the Department of Justice. This includes participation in all meetings, performing all assignments and meeting all deadlines set by CAN's Center for Justice Research and Innovation.

**3.04** If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the County governs.

**3.05** The services include all conferences and consultation deemed necessary by the County to properly and fully perform the services.

**3.06** All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Agreement. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Agreement, and the City shall be and remain liable according to applicable law for all damages to the County caused by the City's negligent performance or nonperformance of any of the Services furnished under this Agreement.

### **4. TERM OF AGREEMENT**

**4.01** This Agreement begins January 1, 2022 and ends March 31, 2023 unless extended by the Bureau of Justice Services for an additional year in which case the new expiration date is March 31, 2024. The City must expediently perform the services to achieve the objectives of this Agreement.

### **5. COMPENSATION**

**5.01** The City's project budget is set out in **APPENDIX B** which is part of this Agreement through reference. The City must secure prior County approval for any deviations from the budget. The budget includes all remuneration to which the City may be entitled. Maximum compensation shall not exceed \$474,991.

**5.02** In accordance with the approved federal budget, grant funding from 2020-MU-BX-0005 Supplement 02, up to but not more than \$25,009, will be used to reimburse the County costs directly related to the administration of the subaward described in this Agreement. The County will maintain documentation in compliance with federal requirements. Funding used to reimburse

the County for costs related to the administration of this subaward are in addition to and not from the amount awarded herein of \$474,991.

**5.03** The City shall comply with section 120-50 of the Wayne County Procurement Ordinance. As required by section 120-50, the City shall not commence performance under this Agreement or accept payment for services provided under this Agreement until this Agreement is approved by the Wayne County Board of Commissioners and executed by the Chief Executive Officer.

**5.04** The City shall not receive reimbursement for any costs incurred prior to the date of this agreement. After which time, funds will be expensed and reimbursed in line with this Agreement and with the federal Special Conditions specific to award 2020-MU-BX-0005 Supplement 02, set out in **APPENDIX C**, Special Conditions, which is part of this Agreement through reference.

## **6. ADMINISTRATION**

**6.01** The City must inform the County as soon as the following types of conditions become known:

- a. Probable delays or adverse conditions, which do or may materially, prevent the meeting of the objectives of the Agreement. The City must accompany this disclosure with a statement of any remedial action taken or contemplated by it.
- b. Any change proposed by the City which would affect key personnel assigned to the project or the scope of the project, in whole or in part, must be submitted to the County for approval by the County and BJA as necessary, immediately upon determining the need for such change.

**6.02** The City must regularly inform the County of its activities in connection with its duties under this Agreement. The City is not required to perform in a manner materially in conflict with requirements imposed by any applicable law, including any statute, county charter, ordinance, resolution, or executive order.

## **7. PUBLICATION RIGHTS**

**7.01** All press releases or statements intended for publication arising from or related to the *Wayne County Operation Legend* project (award 2020-MU-BX-0005, 2020-MU-BX-0005 Supplemental 01 and 2020-MU-BX-0005 Supplemental 02) must be presented to the County for approval with adequate time in advance for the County to review and approve. All communications related to aforementioned releases and statements including requests for approval shall be emailed to Maria Miller, Director of Communications for the Wayne County Prosecutor's Office at [mmiller@waynecounty.com](mailto:mmiller@waynecounty.com) and Emily Corwin, Director of Grants & Legislation for the Wayne County Prosecutor's Office at [ecorwin@waynecounty.com](mailto:ecorwin@waynecounty.com).

**7.02** The City acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under this subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

**7.03** The City acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data-General).

## **8. INVOICING AND REIMBURSEMENT PROVISIONS**

**8.01** This Agreement is for reimbursement of costs only.

**8.02** Should the City discover an error in a previous reimbursement request, the City shall notify the County and refund to the County any funds not authorized for use under this Agreement. The County may choose to apply over payment to future project invoices from the City.

**8.03** All costs billed under this Agreement must be approved in the budget.

**8.04** Invoices are due quarterly and must be submitted no later than 15 days after the last day of the quarter being invoiced.

**8.05** Invoices must contain the following pieces of information that tie the expense directly to the funded program:

- Name of the subrecipient and invoice date;
- Invoice number, as assigned by the subrecipient;
- Identification of the project by grant project name and award number; and
- Description, price, and quantity of the item or service delivered that matches the approved budget.

**8.06** Invoices must be emailed to WCPO's Grants Compliance Officer, Mia Edgeron, at [medgeron@waynecounty.com](mailto:medgeron@waynecounty.com).

**8.07** The City acknowledges that the County has final authority over the distribution of the project funds and in the event that the City is not in compliance with this Agreement or attendant Federal regulations the County may withhold reimbursement until the City rectifies areas of non-compliance.

**8.08** The County, in accordance with the general purposes, objectives and terms and conditions of this Agreement, will provide reimbursement based upon appropriate reports, records and documentation maintained by the City.

## **9. INTERNAL CONTROLS**

**9.01** Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements and set out at 2 C.F.R. 200.303:

**9.01.01** Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the recipient (and any subrecipient) is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated

Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**9.01.02** Comply with Federal statutes, regulations, and the terms and conditions of the Federal award.

**9.01.03** Evaluate and monitor the recipient's (and any subrecipient's) compliance with statutes, regulations, and the terms and conditions of Federal awards.

**9.01.04** Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.

**9.01.05** Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the recipient (or any subrecipient) considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

**9.02** In accordance with the requirements found in section 9.01, the City agrees to:

**9.02.1** Comply with the Department of Justice's Financial Guide as posted on the OJP website (at the time of this writing, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

**9.02.2** Maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Agreement, including source documentation to support program activities and all expenditures and do so in accordance with generally accepted accounting principles.

**9.02.3** Assure that all terms of this Agreement are appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement are maintained (may be off site) for a period of not less than three years from the date of grant closure, the date of submission of the final FSR or until litigation and audit findings have been resolved.

**9.02.4** Comply with all applicable laws, regulations, policies, and official DOJ guidance governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

**9.02.5** Track the funding received through this Agreement separately from other grants and other funding sources.

**9.02.6** Permit the County and the Legislator Auditor General to examine and audit all books, records, documents and other supporting data as they deem necessary of the City, or any subcontractors, or agents rendering services under this Agreement, whether direct or indirect, which will permit adequate evaluation of the services or the cost or pricing data submitted by the City. the City must Include a similar covenant allowing far audit by the County and the Legislative Auditor General in any contract it has with a consultant or agent whose services will be charged directly or Indirectly to the County. The County may delay payment to the City pending the results of any such audit without penalty or interest.

**9.03** The County may conduct an annual on-site monitoring visit and may conduct grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including subcontractors, if requested.

**9.04** If, as a result of any audit conducted by or for a County or Federal agency relating to the City's performance under this Agreement, a discrepancy should arise as to the amount of compensation due the City, the County may retain the amount of compensation in question from any funds allocated to the City but not yet disbursed under the Agreement. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the City in any successive or future Contracts between the parties.

## **10. INSURANCE**

**10.01** Each party, at its expense, must maintain during the term of this Agreement the following insurance or self-insurance:

- a. Professional liability insurance with minimum limits of \$1 Million Dollars per occurrence and \$1 Million Dollars aggregate.
- b. Workers' Compensation Insurance, which meets Michigan statutory requirements.
- c. "Commercial General Liability" endorsed to include Contractual Liability, with minimum limits of liability of \$2 Million Dollars for bodily injury and property damage, per occurrence and with a minimum of \$2 Million Dollars for bodily injury and property damage, in the aggregate.
- d. Commercial Automobile Liability (including hired and non-owned vehicles) with a minimum combined single limit of \$1 Million Dollars per accident for property damage and bodily injury.

## **11. LIABILITY**

**11.01** All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the City under this Agreement are the responsibility of the City, and not the responsibility of the County, if the liability loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the City, any of its departments, or anyone directly or indirectly employed by the City. This article is not to be construed as a waiver of any governmental immunity provided for under Michigan law.

**11.02** All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the County under this Agreement are the responsibility of the County and not the responsibility of the City if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agent. This article is not to be construed as a waiver of any governmental immunity provided for under Michigan law.

**11.03** If liability to third parties, loss, or damage arises as a result of activities conducted jointly by the parties in fulfillment of their responsibilities under this Agreement, the liability, loss, or damage must be borne by the parties in relation to each party's responsibilities under these joint activities. This section is not to be construed as a waiver of any governmental immunity by the parties, their agents or their employees. Each party has a duty to mitigate its damages.



**11.04** For purposes of these provisions, the term "County" includes County of Wayne and all other associated, affiliated, or subsidiary departments or division now existing or to be created, their agents and employees.

## **12. CLOSEOUT**

**12.01** The City will close out all subcontracts related to this project within 30 days after the Agreement end date. This 30 days is intended to allow contractors the necessary time to provide support for all open issues and invoices. This time frame cannot be used to add new costs for services that have not been billed before or for services that were not approved in the original contract.

**12.02** The City should start the closeout process as soon as the project is completed and all approved funding has been spent.

**12.03** If the closeout process has not been initiated within 30 days of the Agreement end date the County will begin the closeout process without the City's consent. This is referred to as an administrative closeout.

## **13. NOTIFICATION OF MODIFICATIONS**

**13.01** The City must provide timely notification to the County, in writing, of any action by its governing board or any other funding source that would require or result in a significant modification in the provision of services, funding, or compliance with operational procedures under this Agreement.

## **14. CONFLICT OF INTEREST**

**14.01** The City must disclose in writing any potential conflict of interest to the County that is known or arises at any time during the term this Agreement.

## **15. DEBARMENT AND SUSPENSION**

**15.01** The City certifies to the best of its knowledge and belief, that the City and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency.

## **16. NOTICES**

**16.01** Termination notices and other notices of a legal nature must be sent by registered or certified mail, postage prepaid, return receipt requested.

### **If to the City:**

Detroit Police Department  
1301 Third Street, 8th Floor  
Detroit, MI 48226

**If to the County:**

APA Emily Corwin  
Frank Murphy Hall of Justice  
1441 St. Antoine Street, 12<sup>th</sup> Floor  
Detroit, MI 48826

**17. AGREEMENT SUSPENSION/TERMINATION**

**17.01** The County and/or the City may suspend and/or terminate this Agreement without further liability or penalty to County for any of the following reasons:

- a. This Agreement may be suspended by County if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the City to comply with the terms of this Agreement otherwise, termination by the County may occur.
- b. Failure of the City to make satisfactory progress toward the goals, objectives, or strategies set forth in the Agreement.
- c. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- d. Filing false certifications in this Agreement or other reports or documents.
- e. This Agreement may be terminated by either party by giving 30 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.

**17.02** Should this Agreement be terminated by either party, within 30 days after the termination, the City shall provide the County with all financial, performance, and other reports required as a condition of this Agreement. The County will make payments to the City for allowable reimbursable costs not covered by previous payments or other state or federal programs. The City shall immediately refund to the County any funds not authorized for use and any payments or funds advanced to the City in excess of allowable reimbursable expenditures.

**18. LAW AND JURISDICTION**

**18.01** This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Service of process at the address included in this Agreement will be sufficient for notice. Neither party will commence any action against the other because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals. Both parties agree not to commence any action or suit relating to the Agreement more than 3 years after date of termination and to waive any statute of limitation to the contrary.

## **19. NON-DISCRIMINATION PRACTICES**

**19.01** Each party must comply with the following regulations:

- a.** Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- b.** The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- c.** Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- d.** The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
- e.** The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- f.** The anti-discrimination provisions as required by section 120-194 of the Wayne County Code.

## **20. MISCELLANEOUS**

**20.01** The City covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

**20.02** Articles 10, 11, and 18 survive termination of the Agreement.

**20.03** All the provisions of this Agreement are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

**20.04** Neither party is responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the County's reasonable determination is controlling.

**20.05** Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this Agreement as a whole and not to any particular article, section, or other subdivision.

**20.06** The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect the Agreement.

**20.07** As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

**20.08** Neither party may assign this Agreement, nor any part, or subcontract any of the work or services to be performed without the other party's prior written approval. If there is consent to an assignment or subcontract, the assigning party must require the assignee or subcontractor to comply with the provisions of this Agreement.

**20.09** Each party must comply with and must require its employees to comply with all applicable laws and regulations.

**20.10** No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties.

**20.11** No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

**20.12** If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

**20.13** This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are or will be acquired by either party by implication or otherwise unless set forth.

**20.14** The City and the County expressly acknowledge their mutual understanding and agreement that there are and shall be no third party beneficiaries to this Agreement and that this Agreement shall not be construed to benefit any persons other than the City or the County.

## **21. AUTHORIZATION AND CAPABILITY**

**21.01** Each party warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind its principal to this Agreement.

**SIGNATURE PAGE FOLLOWS**

The Authorized Official's signature below represents the legal acceptance of the terms of this Agreement, including Certifications and Assurances.

**Wayne County Prosecutor's Office**

Name of Authorized Official Kym L. Worthy	Title of Authorized Official Wayne County Prosecuting Attorney
Signature	Date

**Detroit Police Department**

Name of Authorized Official	Title of Authorized Official
Signature	Date

**Wayne County**

Name of Authorized Official	Title of Authorized Official
Signature	Date

## **APPENDIX A STATEMENT OF WORK**

**Project:** FY20 Solicited-Operation Legend Supplemental 02

**Award Number:** 2020-MU-BX-0005

**Grantee:** Wayne County Prosecutor's Office/Wayne County

**Subrecipient/Subcontractor:** Detroit Police Department/City of Detroit

DPD Command staff will ensure performance and completion and/or acquisition of the following:

- Coordination of implementation and execution of the project with CAN's Center for Justice Research and Innovation, the Technical and Training Assistance Provider assigned by the Department of Justice, including timely completion of the required Action Plan and any assignments set by CAN's Center for Justice Research and Innovation;
- Participation in grant project meetings requested either by the County or the assigned TTA provider, CAN's Center for Justice Research and Innovation;
- Timely submission of accurate, comprehensive performance reports and invoices with supporting documentation;
- Execution of the following in accordance with an approved Action Plan:
  - Acquisition of expert-level statistical software, data storage, and server capacity needed to efficiently process and analyze the multiple, complex databases generated across all functions of the City of Detroit. Specifically, this increased software capacity will include ArcGIS Portal, a highly efficient inferential statistical software such as R Studio Pro or SPSS, and additional licenses for DPD's existing Tableau framework;
  - Acquisition and integration of upgraded ShotSpotter technology, a gunshot detection system, that will cover the City's most significant shots-fired hotspots in the 8<sup>th</sup> and 9<sup>th</sup> Precincts;
  - Increase in the capacity of the ShotSpotter response unit in the 8<sup>th</sup> and 9<sup>th</sup> Precincts through dedication of overtime pay for this specific purpose.

## **APPENDIX B PROJECT BUDGET**

**Project:** FY20 Solicited-Operation Legend Supplemental 02  
**Award Number:** 2020-MU-BX-0005  
**Grantee:** Wayne County Prosecutor's Office/Wayne County  
**Subrecipient/Subcontractor:** Detroit Police Department/City of Detroit

### **I. General**

A. The Detroit Police Department (DPD) will utilize highly experienced, specially trained personnel for project oversight. The City will pay their regular salary. The personnel costs listed here represent overtime hours.

B. The City shall be paid for those Services performed pursuant to this Agreement a maximum amount of four hundred seventy-four thousand nine hundred ninety-one dollars (\$474,991) for the term of this Agreement.

C. Payment for the proper performance of the Services shall be contingent upon receipt by the County of invoices for payment and supporting documentation in accordance with the terms of this Agreement.

### **II. Project Fees**

D. The City will be reimbursed in accordance with the terms of this Agreement for the following costs items:

- overtime pay paid to a dedicated shot spotter response team deployed in target precincts;
- server and storage capacity;
- statistical software; and
- Tableau Creator licenses.

E. Any amendment to the budget that adds or eliminates a line item (personnel, equipment, and supplies) must be approved by the County.

## **APPENDIX C FEDERAL AWARD CONDITIONS**

**Project:** FY20 Solicited-Operation Legend Supplemental 02  
**Award Number:** 2020-MU-BX-0005  
**Grantee:** Wayne County Prosecutor's Office/Wayne County  
**Subrecipient/Subcontractor:** Detroit Police Department/City of Detroit

This Award is subject to the following federal conditions:

### **1** Applicability of Part 200 Uniform Requirements

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

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

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

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

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

### **2** Effect of failure to address audit issues

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

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

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

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs



("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

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

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

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

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

#### **4 Requirement to report actual or imminent breach of personally identifiable information (PII)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **11** Requirement for data on performance and effectiveness under the award

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

## **12** Requirements related to "de minimis" indirect cost rate

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

## **13** Determination of suitability to interact with participating minors

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

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

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

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

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

## **15** Compliance with DOJ Grants Financial Guide

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

## 16 Employment eligibility verification for hiring under the award

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

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

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

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

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

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

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

### 2. Monitoring

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

### 3. Allowable costs

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

### 4. Rules of construction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **19** Potential imposition of additional requirements

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

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

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

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements

applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

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

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

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

## **22** OJP Training Guiding Principles

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**28** Requirement to report potentially duplicative funding

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

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

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

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

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

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

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



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

**32**

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

**33** Avoidance of duplication of networks

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

**34** Expenditures prohibited without waiver

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

### **35** Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental

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

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

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

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

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

### **36** Justice Information Sharing

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

### **37** Law enforcement task forces - required training

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

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

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

### **38**

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

### **39**

Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued a Grant Award Modification (GAM) informing the recipient of the approval.

### **40**

Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Award Modification (GAM) informing the recipient of the approval.

### **41**

The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed \$100,000 for the sole purpose of developing an SPI Action Plan. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw-downs until BJA has reviewed and approved the recipient's SPI Action Plan, and a Grant Award Modification (GAM) has been issued to remove this award condition.

### **42** Confidentiality of data

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

### **43** Justification of consultant rate

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

### **44** Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

### **45**

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

### **46**

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

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

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

**47** FFATA reporting: Subawards and executive compensation

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

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

**48**

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

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

**49**

The recipient agrees that federal funds under this award will be used to supplement but not supplant state or local government funds.

**50**

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.