



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
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WWW.DETROITMI.GOV

December 15, 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 the FY 2022 Justice Assistance Grant

Wayne County has awarded the City of Detroit Police Department with the FY 2022 Justice Assistance Grant for a total of \$941,801.98. There is no match requirement for this grant. The grant was adopted in the FY 2023 budget in the amount of \$892,500.00. The grant was awarded at a higher amount than was budgeted. We are requesting to increase appropriation 21070, in the amount of \$49,301.98, in order to reflect the total project cost of \$941,801.98.

The objective of the grant is to make technology upgrades and support the departments K-9 unit. This grant will enable the department to purchase police radios, laptop computers, and K-9 unit supplies. This is a reimbursement grant.

I respectfully ask your approval to accept the increase in appropriation 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:

Matthew Spayth

565ACA3D30E4465...

Office of Budget

DocuSigned by:

Pamela Parrish

70C0D4CF3DFD453...

Agreement Approved as to Form
By the Law Department



Office of Development and Grants

RESOLUTION

Council Member _____

WHEREAS, the Police Department is requesting authorization to accept a grant of reimbursement from Wayne County, in the amount of \$941,801.98, in order to make technology upgrades and support the departments K-9 unit; and

WHEREAS, the Grant was adopted in the FY 2023 budget under appropriation 21070, in the amount of \$892,500.00; and the grant was awarded at a higher amount than was budgeted; and

WHEREAS, the total project cost for the awarded grant \$941,801.98, and therefore we are requesting to increase appropriation 21070, in the amount of \$49,301.98, in order to reflect the total project cost of \$941,801.98; 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 increase the budget accordingly for appropriation number 21070, in the amount of \$49,301.98, for the FY 2022 Justice Assistance Grant.

JAG 2022

Intergovernmental Agreement

Between

The County of Wayne and The City of Detroit

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**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF DETROIT AND THE COUNTY OF WAYNE
15PBJA-22-GG-02104-JAGX
CFDA #16.738**

THIS AGREEMENT is between the City of Detroit (the Municipality), and the County of Wayne, Michigan, a body corporate and Charter County, acting through the Office of the Wayne County Sheriff (The County).

1. PURPOSE

1.01 The U.S. Department of Justice, Bureau of Justice Services has designated 16 units of local government in Wayne County, as Disparate Jurisdictions and therefore, these communities are eligible to receive a grant under the 2022 Justice Assistance Grant (JAG) program.

1.02 The 2022 Justice Assistance Grant (JAG) solicitation notice outlined the process for application, approval and acceptance of federal funds under the JAG program. All grants must conform to Uniform Grant Regulations (2 CFR 200) Jurisdictions certified as disparate must submit a joint application for the aggregate of funds allocated to them, specifying the amount of the funds that are to be distributed to each of the units of local government and the purposes for which the funds will be used.

1.03 The parties to this agreement authorized and designated the Wayne County Department of Homeland Security as the applicant for the 2022 JAG funds. The Wayne County Sheriff's Office has been designated by the Wayne County Department of Homeland Security to serve as the grant administrator for the program.

1.04 According to the rules and procedures of the JAG award, the Municipality has designated the Wayne County Department of Homeland Security as the applicant for the 2022 JAG funds. The Wayne County Sheriff's Office has been designated by the Wayne County Department of Homeland Security to serve as the grant administrator for the program. As administrator to the program the Wayne County Sheriff's Office will be responsible for monitoring

the award; submitting reports including performance measure and program assessment data; and providing ongoing assistance to the sub recipient of the funds.

1.05 The Municipality through its police agency and authorized by its Mayor has accepted participation in the 2022 Justice Assistance Grant (JAG) program. The Mayor must execute this contract and Appendix (H) "Certification Regarding Debarment and Suspension" form return to the Wayne County Sheriff's Office.

2. ENGAGEMENT OF MUNICIPALITY

2.01 The County engages the Municipality and the Municipality agrees to faithfully and diligently purchase JAG eligible equipment and programs for use in local law enforcement in accordance with the terms and conditions contained in this Agreement and consistent with the standard of practice in the community.

3. SCOPE OF SERVICE

3.01 The Municipality must make any purchases described in Appendix A in a satisfactory manner following local procurement rules and as determined within the discretion of the County.

3.02 The Municipality agrees to accept the 2022 JAG grant and expend the grant according to all rules, regulations, procedures and laws as established by the U.S. Department of Justice, Bureau of Justice Services. The Municipality must establish a trust fund to deposit its share of JAG funds for non-reimbursement expenditures.

3.03 Expenditures requiring prior approval by the Office of Justice Programs are referenced in Appendix B. Allowable expenditures are in accordance with Appendix C and as follows: law enforcement programs; prosecution and court programs; prevention and education programs; corrections and community correction programs; drug treatment programs; planning, evaluation, technology improvement programs and crime victim and witness programs (other than compensation).

3.04 Unallowable costs are detailed in Appendix D. Prohibited uses of grant funds are: directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety; vehicles (excluding police cruisers), vessels

(excluding police boats), or aircraft (excluding police helicopters); luxury items*; real estate*; construction projects, other than penal or correctional institutions*. Funds may be expended in areas marked with an asterisk (*) based on extraordinary or exigent circumstances, and, with pre-approval by BJA and written authorization from the County.

3.05 The Municipality shall expend its grant as described in Appendix B. The Municipality may amend the purpose area of the grant provided it has received pre-authorization from the Wayne County Sheriff's Office and approval of the Bureau of Justice Assistance.

3.06 The Municipality shall provide all fiscal and programmatic reports and documentation including performance measures and program assessment data as established by the Wayne County Sheriff's Office to meet its obligation under the JAG grant.

3.07 The Municipality's legislative body must approve a resolution adopting the terms and conditions of this Agreement prior to this agreement taking effect and shall become a part hereof.

3.08 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.

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

3.10 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 Municipality shall be and remain liable according to applicable law for all damages to the County caused by the Municipality's negligent performance or nonperformance of any of the Services furnished under this Agreement.

4. TERM OF AGREEMENT

4.01 This Agreement begins upon execution by the County Executive and approval of Bureau of Justice Services and ends September 30, 2025. The Municipality must expediently perform the services to achieve the objectives of this Agreement. The Bureau of Justice, at its option may extend the grant for an additional year with a new expiration date of September 30,

2026. Sub-recipient Disclosure under 2 CFR 200 for the Municipality is provided in Appendix E as required by the grant.

5. ADMINISTRATION

5.01 The Municipality 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 Municipality must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and

5.02 The Municipality must regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Municipality 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.

5.03 The Municipality shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money or enter into contracts except as otherwise provided in this Agreement.

6. COMPENSATION

6.01 The County shall pay the Municipality according to the budget in Appendix B, attached. The Municipality must secure prior County approval for any deviations from the budget. The budget includes all remuneration to which the Municipality may be entitled. Maximum compensation shall not exceed **\$941,801.98**.

6.02 The Municipality must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Agreement.

7. METHOD OF PAYMENT

7.01 The County will pay the Municipality after the County receives an invoice for payment. The invoice must certify the total cost of the equipment procured to the project to date for that billing period and must describe the purchases made. The Municipality must sign the invoice and send it to the County to the attention of the individual specified in the Notice provisions, Article 13. This section is limited by the provisions of Article 6 regarding the amounts payable for performance.

7.02 The Municipality must submit as part of the invoice, a progress report indicating the Municipality's activities and being signed by an authorized officer of the Municipality.

8. RECORDS - ACCESS

8.01 The Municipality must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Agreement. The Municipality must keep the records according to generally accepted accounting practices and for a minimum of 3 years after the Agreement's termination and completion.

8.02 The County has the right to examine and audit all books, records, documents and other supporting data as the County deems necessary of the Municipality, 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 Municipality. The Municipality must include a similar covenant allowing for County audit 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 Municipality pending the results of any such audit without penalty or interest.

8.03 The Municipality agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Municipality is properly performing the services. The inspections may be made at any time during normal business hours of the Municipality. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Municipality, or any other mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Municipality, in writing.

The Municipality agrees to promptly remedy and correct any reported deficiencies within 24 hours of notification by the County.

8.04 If, as a result of any audit conducted by or for a County or Federal agency relating to the Municipality's performance under this Agreement, a discrepancy should arise as to the amount of compensation due the Municipality, the County may retain the amount of compensation in question from any funds allocated to the Municipality 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 Municipality in any successive or future Contracts between the parties.

9. RELATIONSHIP OF PARTIES

9.01 The Municipality agrees that the County is acting fiduciary regarding the instant agreement and that it, the Municipality, must procure the agreed upon equipment as stated in this agreement. The Municipality further understands that it is obligated as is the County to fulfill the terms of this agreement in consideration and for the purpose of receiving the subject grant.

10. INSURANCE

10.01 The Municipality shall either be self-insured, or, at its expense and discretion secure any necessary insurance policies sufficient to protect the public, the parties, and all parties at interest.

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 Municipality under this Agreement are the responsibility of the Municipality, 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 Municipality, any of its departments, or anyone directly or indirectly employed by the Municipality. This article is not a waiver of any governmental immunity the Municipality or its agents or employees have 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 Municipality 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 section is not to be construed as a waiver of any governmental immunity the County, its agencies, or employees, is provided by statute or modified court decisions.

11.03 If liability to third parties, loss, or damage arises because 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 Wayne County and all other associated, affiliated, or subsidiary departments or division now existing or to be created by their agents and employees.

12. TERMINATION

12.01 If the Municipality violates a condition or conditions of the JAG grant, the County may terminate this Agreement without incurring any further liability, other than as indicated in the Article by giving written notice to the Municipality of the termination. The notice must specify the effective date, at least 14 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Municipality for the programs and/or equipment procured prior to termination, as soon as can be authorized. The County will compute the amount of the payment based on the programs and/or equipment procured, and other means which, in the judgment of the County represents a fair value of the programs and/or equipment, less the amount of any previous payments made. The final payment constitutes full payment.

The parties agree that no payments under this section will exceed the amount payable under Article 6.

12.02 After receipt of a Notice of Termination each party shall assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

13. NOTICES

13.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to the Municipality:

James White, Chief
Detroit Police Department
1301 3rd Avenue
Detroit, MI 48226

If to the County:

Dr. Regina Banks-Hall
Wayne County Sheriff's Office
4747 Woodward Avenue
Detroit, MI 48201

13.02 All Notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. An authorized representative must sign any notice given by a party. Termination notices, change of address notices, and other notices of a legal nature are an exception and must be sent by registered or certified mail, postage prepaid return receipt requested.

14. LAW AND JURISDICTION

14.01 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 and in the manner specified 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.

15. NON-DISCRIMINATION PRACTICES

15.01 Each party must comply with the below and complete the Appendix E Compliance with Equal Employment Opportunity Plan (EEOP) Requirement Certification Form and return to Wayne County.

- 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.

16 MISCELLANEOUS

16.01 The Municipality 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.

16.02 Articles 10, 11, and 14 survive termination of the Agreement.

16.03 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.

16.04 Neither party is responsible for force majeure events. In the event of a dispute between the parties regarding what constitutes a force majeure event, the County's reasonable determination is controlling.

16.05 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.

16.06 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.

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

16.08 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.

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

16.10 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.

16.11 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.

16.12 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.

16.13 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.

16.14 The Municipality 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 Municipality or the County.

17. AUTHORIZATIONS AND CAPABILITY

17.01 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.

18. SIGNATURE

18.01 The County and the Municipality, by their authorized officers and representatives have executed this Agreement.

CITY OF DETROIT

By: Michael E. Duggan

Its: Mayor

Signature

Date

COUNTY OF WAYNE

Warren C. Evans
Its: County Executive

Signature

Date

APPROVED AS TO FORM:

By: _____
Department of Corporation Counsel

Appendix A

Municipality’s JAG 2022 Budget

<u>Detroit</u>	\$941,801.98
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APPENDIX B

JAG Costs Requiring Prior Approval

See attached.

III. Postaward Requirements

3.6 COSTS REQUIRING PRIOR APPROVAL

Introduction

2 C.F.R. § 200.407 sets out costs that require prior, written approval. A list of the most common of these costs for DOJ recipients is also included below. Award recipients must obtain prior written approval for any of these costs. Recipients must also receive prior written approval for costs that contain special limitations (such as expenditure ceilings).

Responsibility for Prior Approval

The DOJ grant-making component reviews all costs requiring prior approval before the recipient incurs the cost. The direct recipient (or pass-through entity) reviews all costs requiring prior approval before the subrecipient incurs the cost.

Procedures for Requesting Prior Approval

In general, requests for costs requiring prior approval must be in writing and must include an explanation justifying the expenditure. Contact the DOJ grant-making component for specific guidance.

Listing of Costs Requiring Prior Approval

Equipment and Other Capital Expenditures

Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency, or pass-through entity. See 2 C.F.R. § 200.439(b3).

- Expenditures for equipment must be fully justified in the budget and budget narrative; otherwise the grant-making component may require that the type, quantity estimated, unit, or other information be provided before the final budget can be issued.
- In reviewing equipment acquisition budgets and proposals, the following principles should be followed:
 - ▶ No other equipment owned by the recipient/subrecipient is suitable for the project;
 - ▶ Federal funds are not used to provide reimbursement for the purchase of equipment already owned by the recipient/subrecipient; and
 - ▶ Equipment purchased and used commonly for two or more programs should be appropriately divided among each activity.
- An expenditure for equipment purchased for a common pool is generally allowable as a charge to the award at cost value.
- Equipment that has already been purchased and charged to other activities of the organization is not an allowable expense to the award.
- A request to purchase a vehicle must be fully justified in the budget and budget narrative; otherwise the grant-making component may require that a vehicle be rented instead of a purchase:
 - ▶ No luxury vehicles will be approved;
 - ▶ If the vehicle request is approved, the vehicle should be reasonable and the recipient must follow the Internal Revenue Service guidelines; and

III. Postaward Requirements

3.6 COSTS REQUIRING PRIOR APPROVAL

- If the vehicle(s) was purchased as part of a unit of government fleet by the State local central procurement activities, it is generally accepted as reasonable.

Computing Devices and Software, and Information Technology Systems

The costs of computing devices, software, and information technology systems that are characterized as *equipment* (typically a per-unit acquisition cost of \$5000 or more) require prior written approval; those that are characterized as *supplies* typically do not. See 2 C.F.R. Part 200.1 definitions, and 2 C.F.R. 200.439 and 200.453. Computing devices, software, and information technology systems must be procured in a manner providing full and open competition, consistent with the standards in 2 C.F.R. 200.319 and 2 C.F.R. 200.320.

Brand names should not be specified in most cases (see Chapter 3.8 Procurement Standards and 2 C.F.R. § 200.319(b)(6)) for more information).

Pre-Award Costs

Pre-award costs are costs incurred prior to the start date of the period of performance and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of the work. Such costs are allowable only to the extent that they would be allowable if incurred after the start date of the Federal award and only with prior written approval of the DOJ awarding agency. Direct recipients may approve pre-award costs for subrecipients if incurred after the start date of the Federal award. If charged to the award, these costs must be charged to the initial budget period of the award, unless otherwise specified by the DOJ awarding agency. See 2 CFR §§ 200.210 and 200.458.

Any and all pre-award costs are incurred at the sole risk of an applicant, and will be reimbursed only to the extent that the costs were approved before they were incurred and provided that an award ultimately is made.

Proposal Costs

Proposal costs are the costs of preparing bids, proposals, or applications on potential Federal and non-Federal awards or projects including the development of data necessary to support the non-Federal entity's bids or proposals. Proposal costs of the current accounting period of both successful and unsuccessful bids and proposals normally should be treated as indirect (F&A) costs, and allocated currently to all activities of the non-Federal entity. Such cost, where proposed as direct costs, require written prior approval from the grant-making component. No proposal costs of a past accounting period will be allocable to the current period. See 2 C.F.R. § 200.460.

Consultant Rates

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace.

- Each grant-making component periodically establishes a prior approval threshold consultant rate. The current rate for each grant-making component is \$650 per day or \$81.25 per hour.
- This limit is specified in the terms and special conditions of the award.
- When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written prior approval is required from the grant-making component. Prior approval requests require additional justification.

III. Postaward Requirements

3.6 COSTS REQUIRING PRIOR APPROVAL

- An 8-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance.
- Please note, however, that this does not mean that the rate can or should be the maximum limit for all consultants.
- Rates above the established maximum threshold rate will be reviewed on a case-by-case basis. Justification for exceeding the established maximum rate may include where a rate is established through a competitive bidding process.
- In order to calculate a rate of compensation for consultants associated with and employed by institutions of higher learning, divide the total compensation projected for 12 months by 260.
 - ▶ If the resulting rate of compensation exceeds the maximum consultant rate established by the grant-making component, written prior approval must be obtained.
- Compensation for consultants employed by State and local government will only be allowed when the unit of government will not provide these services without cost.
 - ▶ If a State or local government employee has been contracted to provide services that are related to his or her employment with the State or local government, the rate of compensation is not to exceed the daily salary rate for the employee paid by the unit of government.
 - ▶ If the State or local government employee has been contracted to provide services that are unrelated to his or her employment with the State or local government, then the rate of compensation is based on the necessary and reasonable cost principles which cannot exceed the maximum rate allowed by the awarding agency without prior written approval.

Conference Costs

All conferences (defined broadly to include meetings, retreats, seminars, symposiums, events, and group training activity) conducted by Cooperative Agreement recipients or contractors funded by DOJ must receive written prior approval. An approved award budget is not a prior approval. All prior approval requests must be submitted within the required number of days (90 or 120) in advance of the start date. See [Chapter 3.10: Conference Approval, Planning, and Reporting](#) for more information.

Foreign Travel

Foreign travel is defined as any travel outside of the United States and its Territories and possessions. However, for organizations located in foreign countries, foreign travel means travel outside of the organization's country. Some requirements for foreign travel:

- Each separate foreign trip must be pre-approved.
- Direct charges for foreign travel costs are not allowable unless the travel has prior approval from the awarding agency.
- Indirect charges for foreign travel are allowable without prior approval from the awarding agency when they are included as part of a federally approved indirect cost rate and have a beneficial relationship to the project.

Travel (see [Ch. 3.9 Allowable Costs](#), for more details)

III. Postaward Requirements

3.6 COSTS REQUIRING PRIOR APPROVAL

Moving Money between Categories

Moving monies into any budget category with a zero dollar amount is not allowable without prior approval from the grant-making component. A budget modification is required. See 2 C.F.R. § 200.308(e).

► OJP SPECIFIC TIP

Recipients with a federally-approved indirect cost rate may not transfer funds into or out of the indirect cost category without prior approval. A budget modification is required as indicated in Chapter 3.5 Adjustment to Awards. A copy of the current approved indirect cost agreement from the Cognizant Federal Agency must be attached.

Confidential Funds

Confidential funds are subject to prior approval. See section 3.12, OJP's Confidential Funds.

APPENDIX C

JAG Allowable Expenditure Rules

See Attached.

III. Postaward Requirements

3.9 ALLOWABLE COSTS

Introduction

Costs are allowable when they are reasonable, allocable to, and necessary for the performance of the federal award, and when they comply with the funding statute and agency requirements (to include the conditions of the award), including the cost principles set out in the Uniform Requirements 2 C.F.R. Part 200, Subpart E.

► OJP SPECIFIC TIP

For OJP awards for-profit entities and hospitals follow different cost principles – see FAR 31.2, and 2 C.F.R. Part 200 Appendix IX, respectively.

This chapter highlights selected costs that are often allowable under DOJ awards. For more information about specific factors that affect whether costs are allowable, refer to 2 C.F.R. § 200, Subpart E, including the list of specific items of cost in 2 C.F.R. § 200.420 through 200.476. Mentioning, or failing to mention, a cost is not intended to imply that a cost is either allowable or unallowable in the performance of a specific federal award.

Compensation for Personal Services (Personnel Expenses)

Salaries, Wages, and Fringe Benefits

Compensation for personal services “includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries [and] fringe benefits” 2 C.F.R. 200.430.

Subject to the requirement of the specific award, costs of compensation for personal services generally are allowable where they —

- are reasonable for the services rendered;
- conform to the established written policy of the non-Federal entity consistently applied to both Federal and non-Federal activities;
- follow an appointment made in accordance with a non-Federal entity’s laws and/or rules or written policies and meet the requirements of the Federal statute, where applicable; and
- are adequately supported under 2 C.F.R. 200.430(i).

DOJ agencies disallow the use of award funds to compensate for personal services where such compensation exceeds certain amounts.

① FINANCIAL MANAGEMENT TIP

Any additional compensation beyond 110 percent of the U.S. Government SES level will not be considered matching funds where matching requirements apply.

III. Postaward Requirements

3.9 ALLOWABLE COSTS

Support of Salaries, Wages, and Fringe Benefits

Charges made to Federal awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. See 2 C.F.R. § 200.430 and § 200.431.

- Charges must be supported by a system of internal controls that provides reasonable assurance that the charges are accurate, allowable, and properly allocated.
- Documentation for charges must be incorporated into the official records of the organization.
- Support must reasonably reflect the total activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies.
- Where grant recipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.
- In cases where two or more grants constitute one identified activity or program, salary charges to one grant may be allowable after written permission is obtained from the awarding agency.
- The recipient must complete and keep on file, as appropriate in accordance with Federal law, the U.S. Citizenship and Immigration Services' Employment Eligibility Verification Form I-9 for individuals working under the award. This form is to be used by recipients (and any subrecipients) of Federal funds to verify that persons hired under the award are eligible to work in the United States.

FINANCIAL MANAGEMENT TIP

Examples of items that may support salaries and wages can include timesheets, time and effort reports, or activity reports that have been certified by the employee and approved by a supervisor with firsthand knowledge of the work performed. Payroll records should also reflect either after the fact distribution of actual activities or certifications of employee's actual work performed.

OJP SPECIFIC TIP

Added Work

A recipient or subrecipient may employ a State or local government worker to complete tasks in addition to his or her full-time job, provided the work is performed on the employee's own time;

Compensation paid should be reasonable and consistent with that paid for similar work in other activities of State or local government;

The employment arrangement is approved and proper under State or local regulations (e.g., no conflict of interest); and

The time and/or services provided are supported by adequate documentation

III. Postaward Requirements

3.9 ALLOWABLE COSTS

Limit on Use of Award Funds for Employee Compensation

DOJ grant funds may not be used to pay cash compensation (salary plus bonuses) to any employee at a rate that exceeds 110 percent of the annual maximum 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.

► OJP SPECIFIC TIP

With respect to the limitation, compensation for salary plus bonuses are applicable to any award of more than \$250,000.

The 2022 salary table for SES employees is available on the U.S. Office of Personnel Management's [2022 Executive and Senior Level Employee Pay Tables](#) web page.

A recipient may compensate an employee at a higher rate, provided the amount in excess of the limitation is paid with non-Federal funds. For employees who charge only a portion of their time to an award, the allowable amount to be charged to that award is equal to the percentage of time worked on the grant times the maximum salary limit (110% of SES salary).

► OJP SPECIFIC TIP

The Assistant Attorney General for OJP (or, for certain awards, the official listed in the applicable program solicitation) may exercise discretion to waive, on an individual basis, the limitation on compensation rates allowable under an award. An applicant requesting a waiver should include a detailed justification in the budget narrative of the application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit the budget. The justification should include the particular qualifications and expertise of the individual, the uniqueness of the service the individual will provide, the individual's specific knowledge of the program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work to be done.

Overtime Compensation

Unless specifically exempted under the Fair Labor Standards Act, recipient and subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week (usually 40 hours).

- Payment of more than occasional overtime is subject to periodic review by the awarding agency.
- In addition, overtime compensation is typically reviewed during programmatic, financial monitoring and audits.

Executive, administrative and professional employees who meet the criteria for an exemption from the overtime requirements of the Fair Labor Standards Act may not be reimbursed for overtime under grants and cooperative agreements. More information on overtime exemptions under the Fair Labor Standards Act is available on the Department of Labor's website at https://www.dol.gov/whd/overtime_pay.htm.

III. Postaward Requirements

3.9 ALLOWABLE COSTS

FINANCIAL MANAGEMENT TIP

In no case is dual compensation allowable. That is, an employee may not receive compensation from his/her organization AND from an award for a single period of time (e.g., 1 to 5 p.m.), even though such work may benefit both activities.

Compensation of Federal Employees (Generally unallowable, see [Ch. 13 Unallowable Costs](#))

Bonuses (see [Ch. 13 Unallowable Costs](#), for more details)

Post-Employment Benefits

Post-employment benefits are allowable costs if funded in accordance with actuarial requirements.

Consultants

Please refer to [Ch. 3.6 \(Prior Approval\)](#), Consultant Rates, for a more complete discussion of the requirements and restrictions for these costs.

Conferences and Workshops

All recipients should see [Chapter 3.10: Conference Approval, Planning, and Reporting](#) for more information.

All conferences (defined broadly to include meetings, retreats, seminars, symposiums, events, and group training activity) conducted by Cooperative Agreement recipients or contractors funded by DOJ must receive written prior approval. An approved award budget is not a prior approval. All prior approval requests must be submitted within the required number of days (90 or 120) in advance of the start date. See [Chapter 3.10](#)

OJP SPECIFIC TIP

All contracts under an award funded by OJP awards for events that include 30 or more participants (both Federal and non-Federal) must ensure that lodging costs for any number of attendees do not exceed the prevailing Federal per diem rate for lodging. If the lodging rate is not the Federal per diem rate or less, none of the lodging costs associated with the event are allowable costs to the award. As a result, the recipient would be required to pay for all lodging costs for the event with non-award funds, not just the amount in excess of the Federal per diem. For example, if the Federal per diem for lodging is \$78 per night, and the event lodging rate is \$100 per night, the recipient would be required to pay the full \$100 per night, not just the difference of \$22 per night.

Travel

Travel expenses are allowable costs for employees who are in travel status on official business related to the award. These costs must be reasonable and in accordance with the organization's established travel policy. In

III. Postaward Requirements

3.9 ALLOWABLE COSTS

the absence of an established travel policy, the organization must comply with the Federal travel regulations (48 C.F.R. 31.205-46(a), most easily accessible via the U.S. General Services Administration website). See 2 C.F.R. § 200.475.

- The DOJ awarding agency reserves the right to determine the reasonableness of an organization's travel policy.
- Recipients and subrecipients must follow their own established travel policies.
- If a recipient or subrecipient does not have an established travel policy, they must abide by the Federal travel policy including per diem rates.
- The current per diem rate information is available at the Per Diem rates section of the U.S. General Services Administration (GSA) website.

Cost for tips (for example, tips paid to taxi or shuttle services) are allowable. Tips typically must be within the applicable per diem rate for incidental expenses, unless a different organizational travel policy applies.

Tribal Eligibility for Government Travel Related Discounts

Tribal organizations carrying out a contract, grant, or cooperative agreement are eligible to have access to Federal sources of supply, including lodging providers, airlines, and other transportation providers.

Section 201(a) of the Federal Property and Administrative Services Act of 1949, 40 U.S.C. 481(a), indicates that employees of tribal organizations are eligible to have access to sources of supply on the same basis as employees of an executive agency if a request is made by the tribal organization.

► OJP SPECIFIC TIP

Foreign travel requires prior approval by OJP (see Chapter 3.6).

For organizations located inside of the U.S. (including territories and possessions), foreign travel means travel outside of the U.S.

For organizations located outside of the U.S., foreign travel means travel outside that country.)

Federal Agency Employee Travel

- DOJ employee travel is not an allowable use of award funds. (See Ch. 13 Unallowable Costs)
- DOJ does consider to be allowable the travel expenses of other Federal employees, such as those persons serving on advisory committees or other program or project duties or assistance, if travel expenses have been:
 - Approved by the Federal employee's department or agency; and
 - Included as an identifiable item in the funds budgeted approved budget for the project or subsequently approved by the awarding agency.

III. Postaward Requirements

3.9 ALLOWABLE COSTS

Project Site

Rental costs. The rental cost of space in privately or publicly owned buildings used for the benefit of the project is allowable subject to the conditions stated below:

- The total cost of space does not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. See 2 C.F.R. 200.465(a).
- The cost of space procured for project usage is not charged to the program for periods of non-occupancy without authorization of the grant making component. See 2 C.F.R. 200.446 Idle facilities and idle capacity.
- Rental costs may not be charged to the grant if the recipient owns the building or has a financial interest in the property. See 2 C.F.R. 200.465(b) and (c). (However, the cost of ownership (i.e., depreciation) is an allowable expense – see below and 2 C.F.R. 200.436 Depreciation.)
- Rental costs may not be charged for building purchases or construction originally financed by the Federal Government, during the pendency of the federal interest.
- Costs for rental of any property (to include commercial or residential real estate) owned by individuals or entities affiliated with the recipient or subrecipient, for purposes such as the home office workspace are unallowable. The cost of related utilities is also unallowable. 2 C.F.R. 200.465(c)(6), (f).

The cost of space procured under rental-purchase or a lease-with-option to purchase agreement is allowable with prior written approval by the awarding agency. See 2 C.F.R. 200.439(b)(1); 200.1 (definitions of *capital expenditures* and *capital assets*.) This type of arrangement may require application of special matching share requirements under construction programs.

Ownership costs

- Where the organization owns the facility, the cost of ownership (e.g. depreciation) is an allowable expense.
- Ownership expenses must be determined on the basis of actual cost (including depreciation based on the useful life of the building, operation and maintenance, and other allowable costs). Where these costs are charged elsewhere such as rental costs, they cannot be charged to the federal award.
- Cost of ownership expenses for a publicly owned building are allowable where “rental rate” systems, or equivalent systems that adequately reflect actual costs, are employed.
- Depreciation or use allowance on idle or excess facilities is not allowable, except when specifically authorized by the Federal awarding agency. See 2 C.F.R. § 200.446.
- Recipients may not use an accelerated method to calculate depreciation without clear evidence indicating that the expected consumption of the asset will be significantly greater in the early portion than in the later portion of its useful life.

Utilities, maintenance, repair, and other facility costs

- The cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, ordinary repairs and maintenance, and the like are allowable to the extent they are not otherwise included in rental or other charges for space. See 2 C.F.R. 200.452.

Costs incurred for rearrangement and alteration of facilities required specifically for the award program, or that materially increase the value or useful life of the facility (i.e., capital improvements), are allowable with prior

III. Postaward Requirements

3.9 ALLOWABLE COSTS

written approval by the awarding agency. See 2 C.F.R. § 200.462 and § 200.439(b)(3). (NEPA requirements may also be applicable; contact the awarding agency for additional information.)

Land Acquisition (generally unallowable – see Ch. 3.13 Unallowable Costs).

State and Local Sales Taxes

State and local state taxes are generally allowable, subject to the restrictions in 2 C.F.R. 200.470(a)(1).

Publication and Printing

Project costs for publication and printing, including distribution, promotion, and general handling of electronic or print media are allowable. If these costs are not identifiable with a particular project or cost activity, the costs should be allocated as indirect costs to all benefiting activities of the organization. To be considered allowable, publication costs must be incurred in accordance with the terms of the project. Additional guidance for publication and printing costs is set out in 2 C.F.R. § 200.461.

Publication

Recipients publicizing project activities and results must follow applicable conditions on their awards, including those related to required publication disclaimers and to the reservation on the part of the federal awarding agency under 2 C.F.R. 200.315(b) of a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

All publication and distribution agreements with a publisher must include provisions giving the Federal Government a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the publication for Federal Government purposes (see Chapter 3.7). The agreements with a publisher should contain also information on any additional awarding agency requirements specific to the project.

Unless otherwise specified in the award, recipients/subrecipients may copyright any books, publications, films, or other copyrightable material developed or purchased as a result of award activities. Copyrighted material will be subject to the same provisions giving the Federal Government a license as described above. See 2 C.F.R. § 200.315 and Chapter 3.7.

► OJP SPECIFIC TIP

Recipients/subrecipients are permitted to display the official awarding agency logo, seal, or any other official awarding agency (or office) insignia in connection with the activities supported by the award, only with the prior written approval of the awarding agency. OJP recipients/subrecipients are expected to review, become familiar with, and adhere to the “Terms of Use” information and all other applicable requirements in the Office of Justice Programs Brand Guidelines.

The logo (or seal or insignia) must appear in a separate space, apart from any other symbol or credit.

The words “Funded/Funded in part by DOJ” shall be printed either below or beside the logo (or seal or insignia), each time it is displayed.

III. Postaward Requirements

3.9 ALLOWABLE COSTS

Printing and Duplication

Pursuant to the Government Printing and Binding Regulations, no project may be awarded primarily or substantially for the purpose of having material printed for the awarding agency. The Government Printing and Binding Regulations allow:

- The issuance of a project for the support of non-Government publications, provided such projects were issued pursuant to an authorization of law, and were not made primarily or substantially for the purpose of having material printed for the awarding agency.
- The publication of findings by recipients/subrecipients within the terms of their project provided such publication is not primarily or substantially for the purpose of having such findings printed for the awarding agency.
 - ▶ If recipients/subrecipients need to duplicate less than 5,000 units of only one (1) page, or less than 25,000 units in the aggregate of multiple pages, of its findings for the awarding agency, DOJ will not consider this duplication to constitute printing primarily or substantially for the awarding agency (e.g., 5,000 copies of 5 pages, etc.).
 - ▶ Duplicated pages may not exceed a maximum image size of 10¾ by 14¾ inches.

Equipment and Other Capital Expenditures (Prior Approval Required)

Equipment and other capital expenditures are allowable with the prior written approval of the awarding agency or pass-through entity. Please refer to [Ch. 3.6](#) (Prior Approval), *Equipment and Other Capital Expenditures*, [Ch. 3.7](#) (Property Standards), and [Ch. 3.8](#) (Procurement) for a more complete discussion of the requirements and restrictions for these costs.

Software Development

Recipients can expense costs associated with software development in the period the costs are incurred, subject to the limits outlined in the budget and budget narrative. See [2 C.F.R. 200.439\(b\)\(4\)](#).

Please refer to [Ch. 3.6](#) (Prior Approval), *Equipment and Other Capital Expenditures*, [Ch. 3.7](#) (Property Standards), and [Ch. 3.8](#) (Procurement) for a more complete discussion of the requirements and restrictions for these costs.

Other Allowable Costs

In accordance with [2 C.F.R. § 200.428](#), costs incurred by a non-Federal entity to recover improper payments are allowable as either direct or indirect cost, as appropriate.

APPENDIX D

JAG Unallowable Expenditure Rules

See attached.

III. Postaward Requirements

3.13 UNALLOWABLE COSTS

Introduction

Federal awards generally provide recipients and/or subrecipients with the funds necessary to cover costs associated with the award program. There are other costs, however, categorized as unallowable costs, that will not be reimbursed. Non-Federal entities must not use award or match funding for unallowable costs. Also within the category of unallowable costs are any costs considered inappropriate by the awarding agency. See 2 C.F.R. § 200.1 (Disallowed Costs).

The allowability of certain costs is discussed in 2 C.F.R. § 200, Subpart E - Cost Principles. (For-profit entities and hospitals follow different cost principles – see FAR 31.2, and 2 C.F.R. Part 200b Appendix. IX, respectively; and certain nonprofit organizations are exempted from the cost principles in Subpart E, see 2 C.F.R. Part 200 Appendix VIII).

Unallowable cost items that may be of particular relevance for DOJ-funded programs are highlighted below.

Land Acquisition

DOJ grant funds may not be used for land acquisition. See, e.g., 34 U.S.C. 10233.

Compensation of Federal Employees

This category of unallowable costs includes salary payments, consulting fees, or other compensation to full-time Federal employees.

Travel of Department of Justice (DOJ) Employees

Award funds may not be spent on transportation, lodging, subsistence, and related travel expenses of agency DOJ employees.

Bonuses or Commissions

Recipients and subrecipients cannot pay any bonus or commission to any individual or organization to obtain approval of an application for award assistance.

Distribution of earnings in excess of costs, such as when used for bonuses and commissions for certain positions for non-profit organizations, may be unallowable. See 2 C.F.R. § 200.430(g).

ACTION ITEM

Be sure to check the award package to determine which salaries, fringe benefits, and other personnel costs are allowable under the specific award.

Lobbying

Recipients and subrecipients must comply with the provisions in 2 C.F.R. § 200.450 (Lobbying) and 18 U.S.C. 1913, as appropriate. Also, see Chapter 2.1 of this *Guide* for more specifics about restrictions on lobbying.

- The lobbying cost prohibition applies to all award recipients and subrecipients.
- Award funds cannot be used for the following purposes:
 - ▶ Attempting to influence the outcome of any Federal, State, or local election, referendum, initiative, or

III. Postaward Requirements

3.13 UNALLOWABLE COSTS

similar procedure, through in-kind or cash contributions, endorsements, publicity, or similar activity;

- ▶ Establishing, administering, contributing to, or paying for the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcome of elections;
 - ▶ Attempting to influence (a) the introduction of Federal or State legislation; or (b) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), (c) the enactment or modification of any pending Federal or state legislation by preparing, distributing, or using publicity or propaganda, or by urging members of the general public, or any segment thereof, to contribute to or participate in any mass demonstration, march, rally, fund raising drive, lobbying campaign or letter writing or telephone campaign, or (d) with any Government official or employee in connection with a decision to sign or veto enrolled legislation;
 - ▶ Engaging in or supporting the development of publicity or propaganda designed to support or defeat legislation pending before legislative bodies;
 - ▶ Paying, directly or indirectly, for any personal service, advertisement, telephone, letter, printed or written matter, or other device, intended or designed to influence a member of Congress or of a State legislature to favor or oppose, by vote or otherwise, any legislation or appropriation by either Congress or a State legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation;
 - ▶ Engaging in legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried out in support of or in knowing preparation for an effort to engage in unallowable lobbying;
 - ▶ Paying a publicity expert for purposes unallowable under the anti-lobbying rules; or
 - ▶ Attempting to improperly influence, either directly or indirectly, an employee or officer of the executive branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter.
- The Anti-Lobbying Act, 18 U.S.C. § 1913, contains significant restrictions on the use of appropriated funding for lobbying.
 - ▶ These anti-lobbying restrictions are enforceable via large civil penalties, with civil fines between \$10,000 and \$100,000 per each individual occurrence of lobbying activity.
 - ▶ These restrictions are in addition to the anti-lobbying and lobbying disclosure restrictions imposed by 31 U.S.C. § 1352.
 - All recipients must understand that no federally appropriated funding made available under the grant program may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express approval of DOJ.
 - Any violation of this prohibition is subject to a minimum \$10,000 fine for each occurrence. This prohibition applies to all activity, even if currently allowed within the parameters of the existing OMB guidance.
 - Any question(s) relating to the lobbying restrictions should be submitted in writing to the awarding agency's ethics official (typically in the awarding agency's Office of the General Counsel) through the DOJ program manager.

III. Postaward Requirements

3.13 UNALLOWABLE COSTS

► OVW SPECIFIC TIP

OVW has some programs with purpose areas that expressly authorize “developing and promoting state, local, or tribal legislation and policies that enhance best practices for responding to domestic violence, dating violence, sexual assault, and stalking.” Recipients with questions on specific authorized activities should contact their grant manager.

Fundraising

The costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions may not be charged as direct or indirect costs against awards. However, certain fundraising costs for the purposes of meeting the Federal program objectives may be allowable with prior approval of the DOJ awarding agency. See 2 C.F.R. § 200.442 for more details.

- The portion of a person’s salary that covers time spent engaged in unallowable fundraising, and any indirect costs associated with those salaries, may not be charged to the award.
- An organization may accept donations (e.g., goods, space, services) towards fundraising, as long as the value of the donations is not charged as a direct or indirect cost to the award.
- Nothing in this section should be read to prohibit a recipient from engaging in fundraising activities, as long as such activities are not financed by Federal or matching funds.

Corporate Formation

The cost for corporate formation (startup costs) may not be charged as either direct or indirect costs against the award except with prior approval from the awarding agency. See 2 C.F.R. 200.455.

► OVW SPECIFIC TIP

OVW’s Grants to Tribal Domestic Violence and Sexual Assault Coalitions may allow for corporate formation costs to be charged directly to the award.

Other Unallowable Costs

Other categories of unallowable costs include:

- Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable. Certain exceptions may apply when such costs have a programmatic purpose and have been approved by the awarding agency (2 C.F.R. 200.438);
- Fines and penalties, except when incurred as a result of compliance with specific provisions of an award or contract, or with prior written approval from the awarding agency (2 C.F.R. 200.441);
- Home office workspace and related utilities (2 C.F.R. 200.465(c)(6) and (f));
- Honoraria is unallowable when the primary intent is to confer distinction on, or to symbolize respect, esteem, or admiration for the recipient of the honorarium. A payment for services rendered, such as a speaker’s fee under an award is allowable;

III. Postaward Requirements

3.13 UNALLOWABLE COSTS

- Bar charges/alcoholic beverages (2 C.F.R. 200.423), and
- Membership fees to organizations whose primary activity is lobbying (2 C.F.R. 200.454(c)).

► OJP SPECIFIC TIP

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV is unallowable.

Costs Incurred Outside the Project Period

Any costs that are incurred either before the start of the project period or after the expiration of the project period are not allowable, unless written approval covering these costs is granted by the awarding agency. See Section 3.2, Period of Availability of Funds.

APPENDIX E

Sub-recipient Disclosure under 2 CFR 200

See attached.

JAG 2022 Municipality IGA Appendix E
Sub-recipient Disclosure Under 2 CFR 200

1. Federal Award Identification		
a.	Sub-recipient Name	City of Detroit
b.	Sub-recipient DUNS Number	962071494
c.	Federal Award Identification Number	15PBJA-22-GG-02104-JAGX
d.	Federal Award Date	9/29/2022
e.	Sub-Award Period of Performance Start and End Date	10/1/21 - 9/30/25
f.	Amount of Federal Funds Obligated by this Action	\$1,428,183
g.	Total Amount of Federal Funds obligated to the sub-recipient	\$941,802
h.	Total Amount of the Federal Award	\$1,483,183
i.	Federal Award Project Description	Local Units Sharing in Law Enforcement Activity
j.	Name of Federal Awarding Agency	US DOJ, Office of Justice Programs, BJA
k.	Information for Awarding Official	County of Wayne, Warren C. Evans, CEO
	CDEFA Number and Name	CDEFA# 16.738 Edward Byrne Memorial JAG Grant
		15PBJA-22-GG02104-JAGX
l.	Is the award Research and Development?	Not an R&D Award
m.	Approved Indirect Cost Rate per Section 200.414	N/A

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
FOR**

Sub-recipient: _____
Contract: _____
Contract Term: _____

1. The Contractor (sub-recipient) certifies to the best of its knowledge and belief, that:
 - a. The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
 - b. The Contractor and its principals have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. The Contractor and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in I. b. above; and;
 - d. The Contractor and its principals have not, within a three-year period preceding this contract, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the County determines that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate this Contract for cause or default.
3. The Contractor shall provide immediate written notice to the County if, at any time, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal",

"Proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

5. The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the County.
6. The Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the County, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Contractor may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each Contractor may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Contractor is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the County, the County may terminate this transaction for cause or default.

EXECUTION

IN WITNESS WHEREOF, the Sub-recipient has executed this Certification on the dates set forth below.

WITNESSES:

Sub-recipient

By: _____

Dated: _____

STATE OF MICHIGAN)

COUNTY OF WAYNE)

This document was acknowledged before me on _____ by
_____, on behalf of _____

Notary Public,
Wayne County, Michigan
My Commission Expires: _____ Acting in
County of _____, Michigan

APPENDIX F

Compliance with Equal Employment Opportunity Plan (EEOP) Requirement Certification Form

See Attached:

- Municipality receiving less than \$25,000 must complete Section A;
- Municipality receiving more \$25,000 and less than \$500,000 must complete Section B;
- Municipality receiving more than \$500,000 must complete Section C.

CERTIFICATION FORM**Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	
Address:	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe | <input type="checkbox"/> Medical Institution. |
| <input type="checkbox"/> Nonprofit Organization | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that [recipient] is not required to prepare an EEOP 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.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

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

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

_____ [organization],

_____ [address].

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list, including, name, address and DUNS # of each such sub-recipient.

[illegible]

If additional space is necessary, please duplicate this page.

INSTRUCTIONS

Completing the Certification Form

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Section A

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

Section B

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

Section C

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

Section D

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

Submission Process

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: EEOPForms@usdoj.gov. *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

APPENDIX G

Certification of Compliance with 8 U.S.C. 1373 & 1644

See attached:

- Local Government:
- Template for use by the Chief Legal Officer of the Local Government

APPENDIX H
Debarment Certification

APPENDIX I

Lobbying Certification

1. LOBBYING

As required by 31 U.S.C. 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. 1352.