

City Contract # 8120

**2024 BYRNE JUSTICE ASSISTANCE GRANT SUBGRANTEE AGREEMENT  
BETWEEN LARAMIE COUNTY AND THE CITY OF CHEYENNE**

THIS 2023 BYRNE JUSTICE ASSISTANCE AGREEMENT ("Grant Agreement") (ALN #16.738) is made between Laramie County, State of Wyoming ("COUNTY"), whose address is 310 West 19th Street, Cheyenne, Wyoming 82001, and the City of Cheyenne ("SUBGRANTEE"), whose address is 415 West 18th Street, Cheyenne, Wyoming 82001. In consideration of the promises and covenants set forth below, the parties agree as follows:

- 1) Purpose of Grant Agreement. COUNTY shall provide Byrne Justice Assistance (JAG) grant funds to SUBGRANTEE in the amount set forth in Section 3, and SUBGRANTEE shall undertake overtime costs associated with community policing efforts. Performance by SUBGRANTEE of the requirements of this Grant Agreement and compliance with all JAG program rules and regulations is a condition to SUBGRANTEE'S receipt of monies hereunder.
- 2) Term of Grant Agreement and Required Approvals. This Grant Agreement is not effective until all parties have executed it and all required approvals have been granted. The term of the Grant Agreement is from October 1, 2023 through September 30, 2027 (the "Term"). The Project shall be completed during the Term. For the purposes of this Grant Agreement, "the Project" is defined to mean the City of Cheyenne Police Department training and community policing overtime provisions of the COUNTY's agreement with the Department of Justice (See Attachment B). No expenditures may occur before the grant award agreement between the Department of Justice and the County is fully executed.
- 3) Payment. COUNTY agrees to grant monies to SUBGRANTEE for performance of the Project, as invoices are submitted for work done in connection with the Project, completed in accordance with the requirements of this Agreement. The total payment to SUBGRANTEE under this Grant Agreement shall not exceed \$46,857.00 ("Grant Award"). Payment will be made following SUBGRANTEE'S delivery to COUNTY of invoices detailing services performed in connection with the Project in a form satisfactory to COUNTY.
- 4) Responsibilities of Grantee Regarding the Project. In undertaking and completing the Project, the SUBGRANTEE further agrees as follows:
  - a) Professional Services. The SUBGRANTEE agrees to perform all aspects of the Project in a professional manner and in accordance with the degree of care, competence and skills that would be exercised by a SUBGRANTEE under similar circumstances, to the satisfaction of the COUNTY.
  - b) Procurement and Administrative Regulations. SUBGRANTEE agrees to comply with federal procurement and administrative regulations as stated in 2 C.F.R. § 215, Uniform Administrative Requirements for Grants and Agreements: as enacted in regulations by the U.S. Department of Justice.

- c) **Compliance with Laws.** In the interpretation, execution, administration and enforcement of this Grant Agreement, SUBGRANTEE agrees to comply with all applicable state and federal laws, rules and regulations, including but not limited to:
- i) SUBGRANTEE agrees to comply with all federal requirements governing grant agreements that are applicable, including but not limited to 2 C.F.R. § 230 (Cost Principles for Non-Profit Organizations) and OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Single Audit Act of 1984, 31 U.S.C. §§ 7501 through 7506 further defines auditing responsibilities and SUBGRANTEE agrees to comply therewith.
  - ii) SUBGRANTEE further covenants that the Project will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*
  - iii) SUBGRANTEE shall comply with "Equal Opportunity in Federal Employment", Exec. Order No. 11, 246, 30 Fed. Reg. 12,319 (1965) as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967); as supplemented in the Department of Labor regulations, 41 C.F.R. § 60 (1998), the Civil Rights Act of 1964, 42 U.S. C. § 2000 *et seq.*, the Wyoming Fair Employment Practices Act, Wyo. Stat. § 27-9-105 *et seq.*, and any rules and regulations related thereto. SUBGRANTEE shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, and any rules and regulations related thereto. SUBGRANTEE shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Grant Agreement.
- d) **Monitor Activities.** The COUNTY shall have the right to monitor all activities of the SUBGRANTEE related to this Grant Agreement. This shall include, but not be limited to, the right to make site inspections at any time, to bring experts and consultants on site to examine or evaluate completed work or work in progress, and to observe all SUBGRANTEE personnel in every phase of performance of work related to this Grant Agreement.
- e) **Retention of Records.** SUBGRANTEE agrees to retain all records related to the Project, which are required to be retained pursuant to this Grant Agreement or the JAG program rules and regulations for three (3) years following COUNTY's date of notice to SUBGRANTEE of administrative closeout of the Grant.
- f) **Prohibition on Lobbying.** In accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by the SUBGRANTEE or its subcontractors in connection with lobbying Congressmen, or any other federal agency in connection with the award of a federal grant, contract, cooperative agreement or loan.
- g) **Reporting.** Within fifteen (15) calendar days at the conclusion of each calendar quarter during the Term of this Grant Agreement, SUBGRANTEE shall furnish COUNTY with a report of activities occurring under grant.

- h) Suspension and Debarment. By signing this agreement, SUBGRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction nor from federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this agreement suspended, debarred or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension) and CFR 44 Part 17, or are on the debarred vendors list. Further, SUBGRANTEE agrees to notify agency by certified mail should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this agreement.
- i) Federal Audit Requirements. SUBGRANTEE agrees that if it expends an aggregate amount of one hundred thousand dollars (\$1,000,000) or more in federal funds during its fiscal year, it must undergo and organization-wide financial and compliance single audit. SUBGRANTEE agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and OMB Circular A-133, Audits and States, Local Governments, and Non-Profit Organizations. If findings are made which cover any part of this award, SUBGRANTEE shall provide one copy of the audit report to COUNTY and require the release of the audit report by its auditor to be held until adjusting entries are disclosed and made to COUNTY records.
- 5) Responsibilities of County. COUNTY will, at its discretion, assist in providing SUBGRANTEE access to information, including without limitation providing SUBGRANTEE with information concerning JAG program requirements, rules and regulations and other statutes and regulations referred to herein, and will cooperate with SUBGRANTEE whenever possible. COUNTY shall have no obligations, other than those specifically set forth herein, regarding the Project or its performance.
- 6) Special Provisions.
- a) Limitation on Payments. COUNTY's obligation to pay SUBGRANTEE for Project activities rendered pursuant to this Grant Agreement is conditioned upon the availability of state or federal government funds that are allocated to pay SUBGRANTEE hereunder. If grant agreement monies are not allocated and available for COUNTY to pay SUBGRANTEE for the performance of the Project, COUNTY may terminate this Grant Agreement at any time in its discretion without further liability or obligation hereunder.
- COUNTY shall notify SUBGRANTEE at the earliest possible time if this Grant Agreement will or may be affected by a shortage or unavailability of funds. No liability shall accrue to COUNTY in the event termination of this Grant Agreement occurs or this Grant Agreement is affected in any other way by a lack of funds. COUNTY shall not be obligated or liable for any future payments due or promised hereunder or for any damages to SUBGRANTEE or any other person or entity as a result of termination under this section.
- b) No Finder's Fees. No finder's fee, employment agency fee, broker fee or other such fee related to this Grant Agreement shall be paid by either party.

- c) **Office Space.** SUBGRANTEE will not include charges or seek reimbursement in any invoice submitted to COUNTY for office or building space of any kind obtained by SUBGRANTEE for the performance of the Project. SUBGRANTEE will make no charge for office or building space unless specific provisions are included for such in this Grant Agreement. Under no circumstances will SUBGRANTEE be allowed to purchase office equipment with funds received through this Grant Agreement.
  - d) **Minority Business Enterprise.** SUBGRANTEE is strongly encouraged to actively promote and encourage maximum participation of Minority Business Enterprises (MBE) as sources of supplies, equipment, construction and services in connection with performance of the Project.
  - e) **Budget Transfer Limitation.** SUBGRANTEE agrees it will not exceed any of the line item totals listed on Attachment A, the Byrne JAG 2024 Application, by more than ten percent (10%) without prior approval from COUNTY. Such changes will not result in any change in the total Project costs, or a change in the Grant amount.
- 7) **Default and Remedies.** In the event SUBGRANTEE defaults or is deficient in the performance of any term of this Grant Agreement or any requirements of the JAG program rules and regulations, then COUNTY shall have the right to exercise all remedies provided by law or in equity, including without limitation:
- a) Immediately terminating this Grant Agreement without further liability or obligation of COUNTY;
  - b) Issuing a letter of warning advising SUBGRANTEE of the deficiency and putting the GRANTEE on notice that additional action will be taken if the deficiency is not corrected or is repeated;
  - c) Recommending, or requesting SUBGRANTEE to submit proposals for corrective actions, including the correction or removal of the causes of the deficiency;
  - d) Advising SUBGRANTEE that a certification will no longer be acceptable and that additional assurances will be required in such form and detail as COUNTY and Wyoming Department of Family Services may require.
  - e) Advising SUBGRANTEE to suspend disbursement of funds for the deficient activity;
  - f) Advising SUBGRANTEE to reimburse any amounts improperly expended and reprogram the use of the funds in accordance with applicable requirements;
  - g) Changing the method of payment to SUBGRANTEE; and/or
  - h) Reducing, withdrawing, or adjusting the amount of the Grant.
- 8) **General Provisions.**

- a) **Amendments.** Any changes, modifications, revisions or amendments to this Grant Agreement which are mutually agreed upon in writing by the parties hereto shall be incorporated by written instrument, signed by all parties to this Grant Agreement.
- b) **Applicable Law/Venue.** The construction, interpretation and enforcement of this Grant Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Grant Agreement and the parties, and venue for any action shall be in the First Judicial District, Laramie County, Wyoming.
- c) **Assignment.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Grant Agreement without the prior written consent of the other party. In the event there is a sub-grant(s) under this Grant Agreement, SUBGRANTEE shall include all of the provisions of this Grant Agreement in every sub-grant agreement awarded and shall make such provisions binding on each sub-grantee as if it were the SUBGRANTEE hereunder. SUBGRANTEE shall not use this Grant Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of COUNTY.
- d) **Assumption of Risk.** SUBGRANTEE shall be responsible for any loss of state or federal funding, either administrative or program dollars, due to SUBGRANTEE'S failure to comply with this Agreement and all state or federal DOJ requirements. COUNTY shall notify SUBGRANTEE of any state or federal determination of noncompliance.
- e) **Confidentiality of Information.** The SUBGRANTEE acknowledges that information it may receive or have access to as a result of its performance under this agreement may be confidential pursuant to law. SUBGRANTEE agrees that it shall comply with all applicable law and regulation, whether state or federal, in the collection, maintenance and release of such information. COUNTY and its agents, or authorized representatives, shall have access to all confidential information in accordance with the requirements of state and federal laws and regulations. Any other parties will be granted access to confidential information only after complying with the requirements of state and federal laws and regulations pertaining to such access. Nothing herein shall prohibit the disclosure of information in summary form, including the publishing of reports of services provided in this Grant Agreement, so long as the identity of the client remains confidential and all other requirements of law or regulation are met.
- f) **Conflict of Interest.** The SUBGRANTEE and COUNTY confirm that, to their knowledge, no COUNTY employee has any personal or beneficial interest whatsoever in the services described herein. No staff member of the SUBGRANTEE, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity that would constitute a conflict of interest relative to this Agreement.
- g) **Entirety of Grant Agreement.** This Grant Agreement (8 pages) and Attachment A, Byrne JAG 2024 Application (61), and Attachment B, COUNTY's agreement with the Department of Justice (22 pages) represent the entire and integrated Grant Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

- h) **Indemnification.** Each party to this CONTRACT shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other. SUBGRANTEE shall be solely liable and responsible for all acts or omissions in connection with the Project or the performance of the Project or this Agreement (including without limitation the acts, omissions or performance of the Project or this Agreement by any sub-grantee), including without limitation all Claims arising in connection therewith, and COUNTY (its officers, agents, employees, successors and assigns) shall have no liability to SUBGRANTEE, any sub-grantee or any third party for, and shall be released from, all such Claims.
- i) **Independent Contractor.** SUBGRANTEE shall function as an independent contractor for the purposes of this Grant Agreement, and shall not be considered an employee of COUNTY for any purpose. SUBGRANTEE shall assume sole responsibility for any debts or liabilities that may be incurred by the SUBGRANTEE in fulfilling the terms of this Grant Agreement, and shall be solely responsible for the payment of all federal, state and local taxes that may accrue because of this Grant Agreement. Nothing in this Grant Agreement shall be interpreted as authorizing SUBGRANTEE or its agents and/or employees to act as an agent or representative for or on behalf of COUNTY, or to incur any obligation of any kind on the behalf of COUNTY. SUBGRANTEE agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to COUNTY employees will inure to the benefit of SUBGRANTEE or SUBGRANTEE'S agents and/or employees as a result of this Grant Agreement.
- j) **Kickbacks.** SUBGRANTEE warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Grant Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Grant Agreement.
- k) **Notices.** All notices arising out of, or from, the provisions of this Grant Agreement shall be in writing and given to the parties at the address provided under this Grant Agreement, either by regular U.S. mail or delivery in person. Delivery shall be deemed to have occurred three (3) days following deposit in the U.S. mail or upon delivery in person.
- l) **Grantee to Keep Informed.** The SUBGRANTEE shall keep fully informed of all federal and state laws, local laws, regulations and all other orders and decrees of bodies or tribunals having any jurisdiction or authority, which may, in any manner, affect the duties and responsibilities to be performed by SUBGRANTEE under the terms and conditions of this Grant Agreement.
- m) **Patent or Copyright Protection.** SUBGRANTEE recognizes that certain proprietary matters, techniques or information may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by the SUBGRANTEE or its sub-grantees hereunder in connection with the Project will infringe any such rights of any person or entity nor will it violate any restriction. SUBGRANTEE shall defend, indemnify and hold harmless COUNTY from any infringement, violation or alleged infringement or violation of any such patent, trademark, copyright, license or other restrictions.

- n) Prior Approval. This Grant Agreement shall not be binding upon either party, no services shall be performed under the terms of this Grant Agreement, and no funds will be disbursed hereunder until all necessary approvals and actions have occurred as determined by COUNTY in its discretion and this Grant Agreement has been reduced to writing and signed by both parties.
- o) Severability. Should any portion of this Grant Agreement be judicially determined to be illegal or unenforceable, the remainder of the Grant Agreement shall continue in full force and effect as if the illegal or unenforceable term was omitted.
- p) Governmental Immunity. COUNTY and SUBGRANTEE do not waive their governmental immunity, as provided by any applicable law including W.S. 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY and SUBGRANTEE fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- q) Taxes. SUBGRANTEE shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to social security taxes, workers' compensation, unemployment insurance and sales taxes in connection with performance of the Project and this Grant Agreement.
- r) Time is of the Essence. Time is of the essence in the performance by SUBGRANTEE of all provisions of the Grant Agreement.
- s) Waiver. The waiver of any breach of any term or condition in this Grant Agreement shall not be deemed a waiver of any prior or subsequent breach.
- t) Titles Not Controlling. Titles of sections are for reference only, and shall not be used to construe the language in this Grant Agreement.
- u) Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Grant Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Grant Agreement shall operate only between and for the benefit of the parties to this Grant Agreement.

**[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

9) Signatures. By signing this Grant Agreement, the parties represent and warrant that they have read and understood it, that they agree to be bound by the terms of the Grant Agreement, that they have the authority to sign it, and that they have received a signed and dated copy of the Grant Agreement.

The effective date of this Grant Agreement is the date of the signature last affixed to this page.

**LARAMIE COUNTY, WYOMING**

By: \_\_\_\_\_ Feb 4, 2025  
Chairman, Laramie County Commissioners Date: \_\_\_\_\_

By: \_\_\_\_\_ Feb 4, 2025  
Debra Lee, Laramie County Clerk Date: \_\_\_\_\_

**CITY OF CHEYENNE**

By: Mark D. Rinne DDS 1/23/25  
Mark D. Rinne DDS, Acting Mayor Date: \_\_\_\_\_

By: Kylie Goden 1/23/25  
Kylie Goden, Cheyenne City Clerk Date: \_\_\_\_\_

**REVIEWED AND APPROVED AS TO FORM ONLY**

By: [Signature] 1/27/25  
Laramie County Attorney's Office Date: \_\_\_\_\_





**Department of Justice (DOJ)**

**Office of Justice Programs**

**Bureau of Justice Assistance**

*Washington, D.C. 20531*

<b>Name and Address of Recipient:</b>		LARAMIE COUNTY GOVERNMENT	
		310 W. 19TH STREET	
		SUITE 300	
<b>City, State and Zip:</b>		CHEYENNE, WY 82001	
<b>Recipient UEI:</b>		E9DLJC1HGNG8	
<b>Project Title:</b> Laramie County Sheriff's Office duty gear and City of Cheyenne Police Department training and community policing overtime.		<b>Award Number:</b> 15PBJA-24-GG-05133-JAGX	
<b>Solicitation Title:</b> BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation			
<b>Federal Award Amount:</b> \$61,863.00		<b>Federal Award Date:</b> 12/4/24	
<b>Awarding Agency:</b>		Office of Justice Programs	
		Bureau of Justice Assistance	
<b>Funding Instrument Type:</b>		Grant	
<b>Opportunity Category:</b> O			
<b>Assistance Listing:</b>			
16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
<b>Project Period Start Date:</b> 10/1/23		<b>Project Period End Date:</b> 9/30/27	
<b>Budget Period Start Date:</b> 10/1/23		<b>Budget Period End Date:</b> 9/30/27	
<b>Project Description:</b>			
The disparate jurisdictions of Laramie County, Wyoming and the City of Cheyenne will use JAG funds for duty gear, training and community policing overtime. Specifically, the Laramie County Sheriff's Office will use their JAG allocation to purchase duty gear for deputies. The City of Cheyenne Police Department will use a small portion of their allocation for sending officers to training. The rest will be used to support community policing programs with overtime, which will have an impact beyond that of the traditional law enforcement response methods.			

## **Award Letter**

December 4, 2024

Dear Gunnar Malm,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by LARAMIE COUNTY GOVERNMENT for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$61,863.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

### **Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit [www.ojp.gov/program/civil-rights-office/outreach](http://www.ojp.gov/program/civil-rights-office/outreach). If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at [askOCR@oip.usdoj.gov](mailto:askOCR@oip.usdoj.gov) or [www.ojp.gov/program/civil-rights-office/about#ocr-contacts](http://www.ojp.gov/program/civil-rights-office/about#ocr-contacts).

## Memorandum Regarding NEPA

### NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

### NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any 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
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

### NEPA Coordinator

First Name  
Orbin

Middle Name  
no value

Last Name  
Terry

### Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

### Recipient Information

**Recipient Name**  
LARAMIE COUNTY GOVERNMENT

**UEI**  
E9DLJC1HGNQ8

**Street 1**  
310 W. 19TH STREET

**Street 2**  
SUITE 300

**City**  
CHEYENNE

**State/U.S. Territory**  
Wyoming

**Zip/Postal Code**  
82001

**Country**  
United States

**County/Parish**  
no value

**Province**  
no value

**Award Details**

**Federal Award Date**  
12/4/24

**Award Type**  
Initial

**Award Number**  
15PBJA-24-GG-05133-JAGX

**Supplement Number**  
00

**Federal Award Amount**  
\$61,863.00

**Funding Instrument Type**  
Grant

**Assistance Listing  
Number**

**Assistance Listings Program Title**

16.738

Edward Byrne Memorial Justice Assistance Grant Program

**Statutory Authority**

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

I have read and understand the information presented in this section of the Federal Award Instrument.

**Project Information**

This award is offered subject to the conditions or limitations set forth in the Award information, Project Information, Financial Information, and Award Conditions.

**Solicitation Title**

2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

**Awarding Agency**  
OJP

**Program Office**  
BJA

**Application Number**  
GRANT14274835

**Grant Manager**  
Nikki Tartsah

**Phone Number**  
202-702-9118

**E-mail Address**  
Nikki.Tartsah@usdoj.gov

**Project Title**

Laramie County Sheriff's Office duty gear and City of Cheyenne Police Department training and community policing overtime.

**Performance Period Start**

**Date**  
10/01/2023

**Performance Period End Date**  
09/30/2027

**Budget Period Start Date**

10/01/2023

**Budget Period End Date**

09/30/2027

**Project Description**

The disparate jurisdictions of Laramie County, Wyoming and the City of Cheyenne will use JAG funds for duty gear, training and community policing overtime. Specifically, the Laramie County Sheriff's Office will use their JAG allocation to purchase duty gear for deputies. The City of Cheyenne Police Department will use a small portion of their allocation for sending officers to training. The rest will be used to support community policing programs with overtime, which will have an impact beyond that of the traditional law enforcement response methods.

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Financial Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Award Conditions**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Condition 1**

**Meaningful access requirement for individuals with limited English proficiency**

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

**Condition 2**

**Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)**

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 that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.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.

**Condition 3**

**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.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to 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. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

**Condition 4**

**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](https://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.

#### **Condition 5**

##### **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.

#### **Condition 6**

##### **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 award from OJP.

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. 200.334.

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.

#### **Condition 7**

##### **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>.

**Condition 8**

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.

**Condition 9**

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").

**Condition 10**

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.

**Condition 11**

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.

**Condition 12**

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.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

**Condition 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.

#### **Condition 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.

#### **Condition 15**

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).

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) 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).

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).

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.

**Condition 16**

**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.

**Condition 17**

**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.

**Condition 18**

**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.

#### **Condition 19**

##### **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://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

#### **Condition 20**

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.

**Condition 21**

**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.

**Condition 22**

**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, 2021, 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, 2021, 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://onlinegfmt.training.ojp.gov/>. 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.

**Condition 23**

**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.

**Condition 24**

**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://ojp.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.

**Condition 25**

**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.

**Condition 26**

**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 200.1) 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.

**Condition 27**

**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).

**Condition 28**

**Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards**

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

**Condition 29**

**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.

#### **Condition 30**

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.

#### **Condition 31**

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."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

#### **Condition 32**

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

#### **Condition 33**

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

#### **Condition 34**

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 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 \$30,000, 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).

**Condition 35**

**Body-worn cameras, policies and procedures**

In accepting this award, the recipient agrees not to use award funds for purchases of body-worn cameras or related expenses for any agency unless that agency has policies and procedures in place that reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

**Condition 36**

**Body armor - compliance with NIJ standards and other requirements**

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>. In addition, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

**Condition 37**

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).

**Condition 38**

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, 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.

**Condition 39**

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 in whole or in part through a grant from the Bureau of Justice Assistance, 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.

**Condition 40**  
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.

**Condition 41**  
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.

**Condition 42**  
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

**Condition 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.

**Condition 44**  
The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

**Condition 45**  
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.

**Condition 46**  
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://ft.ojp.gov/gsp\\_grantcondition](https://ft.ojp.gov/gsp_grantcondition).



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.

**Condition 47**

**Required monitoring of subawards**

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

**Condition 48**

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

**Condition 49**

**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.

**Condition 50**

**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)).

**Condition 51**

**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.

#### **Condition 52**

##### **Establishment of trust fund**

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

#### **Condition 53**

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

#### **Condition 54**

##### **Required data on law enforcement agency training**

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

**Condition 55**

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

**Condition 56**

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

**Condition 57**

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

**Condition 58**

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks – including 18 U.S.C. 922 and 34 U.S.C. ch. 409 – if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and – when appropriate – promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

**Condition 59**

**Prohibition on use of award funds for match under BVP program**

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

**Condition 60**

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

**Condition 61**

**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.

**Condition 62**

**Exceptions regarding Prohibited and Controlled Equipment under OJP awards**

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

**Condition 63**

**Use of program income**

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

**Condition 64**

**Initial period of performance; requests for extension.**

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

**Condition 65**

**Withholding of funds for Memorandum of Understanding**

The recipient may not expend or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and an Award Condition Modification has been issued to remove this condition.

I have read and understand the information presented in this section of the Federal Award Instrument.

**Award Acceptance**

**Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) 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 subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval**

**Title of Approving Official**  
Acting Assistant Attorney General

**Name of Approving Official**  
Brent J. Cohen

**Signed Date And Time**  
12/1/24 6:45 PM

**Authorized Representative**

**Entity Acceptance**

**Title of Authorized Entity Official**  
Commissioner

**Name of Authorized Entity Official**  
Gunner Maim

**Signed Date And Time**  
1/3/2025 7:12 PM

