

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC 1339- 25**

PURCHASING AUTHORITY NUMBER (If Applicable)

**1. This Agreement is entered into between the Contracting Agency and the Contractor named below:**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**City of Alameda****2. The term of this Agreement is:**

START DATE

**August 1, 2025**

THROUGH END DATE

**September 30, 2027****3. The maximum amount of this Agreement is:****\$486,465.00****4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.**


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\* This item is hereby incorporated by reference and can be viewed at:

<https://www.bscc.ca.gov/byrne-state-crisis-intervention-program/>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

**City of Alameda**

CONTRACTOR BUSINESS ADDRESS 2263 Santa Clara Ave	CITY Alameda	STATE CA	ZIP 94501
PRINTED NAME OF PERSON SIGNING Yibin Shen	TITLE City Attorney		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED		

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS 2590 Venture Oaks Way, Suite 200	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING COLLEEN CURTIN	TITLE Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED		

## EXHIBIT A: SCOPE OF WORK

### 1. GRANT AGREEMENT – Byrne State Crisis Intervention Program (SCIP) Cohort 2 Grant

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and the City of Alameda (hereafter referred to as the Grantee or Contractor).

### 2. PROJECT SUMMARY AND ADMINISTRATION

- A. The goal of the BSCC Byrne State Crisis Intervention Program funding is to develop a multipronged approach to decreasing gun violence in California, supporting local jurisdictions in their efforts to improve firearms relinquishment procedures and supporting the enhancement of programs that address behavioral health issues, with a focus on people who are at higher risk for gun violence.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Byrne State Crisis Intervention Program (SCIP) Cohort 2 Grant Request for Proposals (incorporated by reference) and Attachment 2: Byrne SCIP Cohort 2 Grant Proposal, which are attached and hereto and made part of this agreement.

### 3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

- B. The Grantee's project officials shall be those identified as follows:

**Authorized Officer** with legal authority to sign:

Name: Yibin Shen

Title: City Attorney

Address: 2263 Santa Clara Avenue, Alameda, CA 94501

Phone: 510-747-4750

Email: [yshen@alameda.ca.gov](mailto:yshen@alameda.ca.gov)

**Designated Financial Officer** authorized to receive warrants:

Name: Elaine Cheung

Title: Office Administrator

Address: 2263 Santa Clara Ave, Alameda, CA 94501

Phone: 510-747-4750

Email: [echeung@alamedaca.gov](mailto:echeung@alamedaca.gov)

**Project Director** authorized to administer the project:

Name: Julia Gonzales

Title: Chief Assistant City Prosecutor

Address: 2263 Santa Clara Ave., Alameda, CA 94501

Phone: 510-747-4771

Email: [jrgonzales@alamedaca.gov](mailto:jrgonzales@alamedaca.gov)

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

## EXHIBIT A: SCOPE OF WORK

### 4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Byrne SCIP Cohort 2 Request for Proposals (incorporated by reference) and Attachment 2: Byrne SCIP Cohort 2 Grant Proposal.

### 5. REPORTING REQUIREMENTS

- A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

#### Quarterly Progress Report Periods

1. August 2025 to September 30, 2025,
2. October 1, 2025, to December 31, 2025,
3. January 1, 2026, to March 31, 2026,
4. April 1, 2026, to June 30, 2026,
5. July 1, 2026, to September 30, 2026,
6. October 1, 2026, to December 31, 2026,
7. January 1, 2027, to March 31, 2027,
8. April 1, 2027, to June 30, 2027,
9. July 1, 2027, to July 31, 2027,

#### Due no later than:

- October 15, 2025  
January 15, 2026  
April 15, 2026  
July 15, 2026  
October 15, 2026  
January 15, 2027  
April 15, 2027  
July 15, 2027  
October 15, 2027

*Note: Project activity period ends July 31, 2027. The period of August 1, 2027 to September 30, 2027, is for completion of Final Local Evaluation Report and financial audit only.*

#### B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

#### Due no later than:

- December 31, 2025  
September 30, 2027

### 6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

## **EXHIBIT A: SCOPE OF WORK**

- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

### **7. CONFLICT OF INTEREST**

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Byrne SCIP Advisory Board (See Appendix A) from receiving funds from the grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Byrne SCIP Advisory Board membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Byrne SCIP Advisory Board.
- B. In cases of an actual conflict of interest with an Advisory Board member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

### **8. AUDIT**

Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. Grantees may choose either a program-specific audit or a single federal audit. Federal guidelines allow grantees receiving \$750,000 or more in federal funds in a fiscal year to use their federal justice assistance grant funds to pay for the cost of the audit. Grantees falling below the \$750,000 threshold must use non-federal funds (i.e., match funds) to pay for audit costs. For purposes of this grant award grantee is required to check one of the boxes below to indicate how they will meet the audit requirement.

- ☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller’s Accounting Standards and Procedures, Chapter 23, Grant Accounting Index, the identified grant will be included in the City/County Single Federal Audit Report, which will be submitted to the BSCC within 30 days of the Grantee’s receipt of the report or within nine months following the end of the audit period, whichever is earlier.

**OR**

- ☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and the California State Controller’s Accounting Standards and Procedures Chapter 23, Grant Accounting Index, the grantee will provide a Program-Specific Final Audit Report to the BSCC within 30 days of the Grantee’s receipt of the report or within nine months following the end of the audit period, whichever is earlier.

**OR**

- ☐ In conformance with Federal Office of Management and Budget (OMB) CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, the non-governmental entity grantee does not expend \$750,000 or more in total federal awards during the fiscal year and is therefore, exempt from Federal audit requirements for this grant contract period. However, the entity understands that it must keep and maintain the grant

## **EXHIBIT A: SCOPE OF WORK**

records and make them available for review or audit by appropriate officials of the Federal agency, pass-through agency (i.e., the Board of State and Community Corrections) and Governmental Accountability Office.

### **9. UNIQUE ENTITY IDENTIFIER (UEI)**

The Contractor/grantee (entity entering into contract with the BSCC) must maintain active registration of their Unique Entity Identifier (UEI) number, used for this Grant Agreement, throughout the term of the contract. An active UEI number is also required to remain in compliance with the Federal Funding Accountability and Transparency Act (FFATA), a reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation.

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid in quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

**Quarterly Invoicing Periods:**

1. August 1, 2025, to September 30, 2025,
2. October 1, 2025, to December 31, 2025,
3. January 1, 2026, to March 31, 2026,
4. April 1, 2026, to June 30, 2026,
5. July 1, 2026, to September 30, 2026,
6. October 1, 2026, to December 31, 2026,
7. January 1, 2027, to March 31, 2027,
8. April 1, 2027, to June 30, 2027,
9. July 1, 2027, to July 31, 2027,

**Due no later than:**

- November 15, 2025  
February 15, 2026  
May 15, 2026  
August 15, 2026  
November 15, 2026  
February 15, 2027  
May 15, 2027  
August 15, 2027  
September 15, 2027

**Final Invoicing Periods:**

10. August 1, 2027, to September 30, 2027\*

**Due no later than:**

- November 15, 2027

*\*Note: Only expenditures associated with completion of the Final Local Evaluation Report, and the financial audit may be included on the invoice.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) and all obligated match contributions must be incurred by the end of the grant project period, July 31, 2027, and included on the invoice due September 15, 2027. Project expenditures incurred after July 31, 2027, will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by September 30, 2027. Expenditures incurred for the completion of the Final Local Evaluation Report during the period of August 1, 2027 to September 30, 2027, must be submitted during the Final Invoicing Period(s), with the final invoice due on November 15, 2027. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. Grantee shall submit an invoice to the BSCC each invoice period, even if grant funds are not expended or requested during the invoicing period.
- E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

### 2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

### 3. BUDGET CONTINGENCY CLAUSE

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

- A. Funding for Byrne SCIP was appropriated as part of the supplemental appropriations enacted under Division B of the Bipartisan Safer Communities Act. It is mutually agreed that if the Budget Act of the current year and/or any subsequent year covered under this Grant Agreement does not appropriate funds for the purposes of this program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. This Grant Agreement is valid and enforceable only if sufficient funds are made available by the United States Congress. Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funds.
- C. If Byrne SCIP funding is reduced or falls below estimates contained within the Byrne SCIP Cohort 2 Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- D. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

### **4. PROJECT COSTS**

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2023 BSCC Grant Administration Guide, which can be found under Grantee Resources here:  
[https://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](https://www.bscc.ca.gov/s_correctionsplanningandprograms/)
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

### **5. PROMPT PAYMENT CLAUSE**

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

### **6. WITHHOLDING OF GRANT DISBURSEMENTS**

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
  - 1) submittal and approval of the final invoice;
  - 2) submittal and approval of the final progress report; and
  - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and final audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

## EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

### 7. PROJECT BUDGET

Project Budget	
Line Item	
1. Salaries and Benefits	\$368,213
2. Services and Supplies	\$16,200
3. NGO Subcontractors Providing Services	\$0
4. Professional Services/Independent Contractors	\$28,200
5. Public Agency Subcontractors	\$0
6. Equipment/Fixed Assets	\$0
7. Other ( <i>including training, travel, etc.</i> )	\$10,400
8. Indirect Costs	\$63,452
<b>TOTAL: \$ 486,465</b>	

## **EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious

## **EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. TIMELINESS:** Time is of the essence in this Agreement.
- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - A. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale

## **EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

### **19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4)

### **EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)**

that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

- 20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **1. GRANTEE'S GENERAL RESPONSIBILITY**

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Byrne SCIP Cohort 2 Request for Proposals and Attachment 2: Byrne SCIP Cohort 2 Grant Proposal.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

### **2. GRANTEE ASSURANCES AND COMMITMENTS**

- A. Compliance with Laws and Regulations  
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Compliance with Federal Laws and Regulations  
The Grantee hereby assures and certifies compliance with all federal statutes, regulations, policies, guidelines and requirements, including any federal conditions, which are included in this Grant Agreement as Exhibit E.
- C. Fulfillment of Assurances and Declarations  
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Byrne SCIP Cohort 2 Request for Proposal and Attachment 2: Byrne SCIP Cohort 2 Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- D. Permits and Licenses  
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

### **3. POTENTIAL SUBCONTRACTORS**

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Byrne SCIP RFP and described in Appendix B.

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

- 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

- 2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

### **4. PROJECT ACCESS**

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

### **5. ACCOUNTING AND AUDIT REQUIREMENTS**

- A. All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Federal Audit Requirement: Grantee is required to complete an audit annually for each fiscal year/audit period, or fraction thereof, for the entire three-year grant cycle. See Exhibit A: Scope of Work, Section 8. Audit, for federal audit requirements.
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT**

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E of the original Proposal Package).

### **7. MODIFICATIONS**

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Byrne SCIP Cohort 2 Request for Proposal and Attachment 2: Byrne SCIP Cohort 2 Grant Proposal.

### **8. TERMINATION**

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
- 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Byrne SCIP Cohort 2 Request for Proposal and Attachment 2: Byrne SCIP Cohort 2 Grant Proposal, or approved modifications;
- 3) failure to provide the required local match share of the total project costs; and
- 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

### **9. SETTLEMENT OF DISPUTES**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### **9. WAIVER**

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

## **EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS**

### **FY 2022-2023 Byrne SCIP Federal Conditions**

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

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

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

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

2. 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.

3. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must

## **EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS**

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.

### **4. 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.

### **5. 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" (<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).

## **EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS**

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.

### **6. 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)

## **EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS**

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.

## **7. 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>.

## **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.

## **EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS**

### **9. 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.

### **10. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.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.

### **11. 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."

### **12. 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.

### **13. 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 October 15, 2020, 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

## **EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS**

updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, 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.

### **14. 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.

### **15. 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.

### **16. 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

## **EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS**

appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

### **17. 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.

### **18. 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.

### **19. 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.

### **20. 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.

### **21. 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

## **EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS**

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.

### **22. 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

## **EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS**

"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.

- 23.** 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.

- 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.

- 25.** 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

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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.

### **26. 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>.

### **27. 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.

### **28. 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:

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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).

### **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.

### **30. 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).

### **31. Cooperating with OJP Monitoring**

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including

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documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

### **32. 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.

### **33. 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.

### **34. Justice Information Sharing**

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.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.

### **35. 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.

### **36. 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

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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.

### **37. 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.

### **38. 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.

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

### **40. 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.**

### **41. 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.**

### **42. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the**

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U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

**43. Justification of consultant rate**

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

**44. 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.**

**45. 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.

**46. The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for direct costs associated with administering the award.**

**47. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.**

**48. Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe**

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Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

### **49. 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.

### **50. 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.**

### **51. 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.**

### **52. 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:

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- 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://bjagov/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.

**53. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions**

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

**54. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug**

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courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

55. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals' (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.
56. The recipient understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: <https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf>.
57. Extreme risk protection programs funded under this award 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.
58. The recipient understands and agrees that it must form a diverse Crisis Intervention Advisory Board to inform and guide the state's related gun violence reduction programs/initiatives. The

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Board must include representatives from law enforcement, the community, courts, prosecution, behavioral health providers, victim services, and legal counsel. The program and budget plans must be developed in coordination with and with demonstrated approval from the Crisis Intervention Advisory Board prior to submission for BJA review, and advisory board approval will also be required for any subsequent changes to the project's scope or budget.

- 59.** The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed \$20,000, for the sole purpose of developing the program and budget plans in coordination with the Crisis Intervention Advisory Board. The recipient is not authorized to incur any additional obligations or make any additional expenditures or drawdowns until (1) the recipient submits program and budget plans that were developed in coordination with and demonstrate evidence of approval by the Crisis Intervention Advisory Board, (2) BJA approves the submission via Grant Award Modification (GAM), and (3) BJA has issued an Award Condition Modification (ACM) releasing this award condition.
- 60.** The recipient understands and agrees that it must (1) subaward at least 40% of the award amount to units of local government in order to meet the Local Pass-through, and (2) subaward additional amounts identified by BJA to state courts that provide criminal justice and civil justice services for the "less-than-\$10,000 jurisdictions" within the state and/or subaward the funds to such jurisdictions. Additional details on both of these pass-through requirements is available in the BJA FY 2022 - 2023 Byrne State Crisis Intervention Program Formula Solicitation.
- 61.** Limit on use of grant funds for grantees' employees' salaries

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

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

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

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

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at

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<https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

- 63.** Withholding - Certification with respect to Federal taxes - award exceeding \$5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

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### **FY 2024 Byrne SCIP Federal Conditions**

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.

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.

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

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

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (<https://ojp.gov/funding/Explore/LegalNotices-AwardReqts.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

## **EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS**

conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

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

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

### **4. 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.

### **5. 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.

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### **6. 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>.

### **7. 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 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to 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.

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>.

### **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

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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.

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").

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.

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.

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.

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

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the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

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

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

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

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

15. 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

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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](https://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).

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

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.

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.

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

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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.

### **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>.

### **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-

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award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

### **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.

### **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.

### **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.

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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.

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.

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.

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.

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:

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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).

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.

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.

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

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at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

### **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.

### **32. 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).

### **33. Cooperating with OJP Monitoring**

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

### **34. 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

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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.

### **35. 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.

### **36. Justice Information Sharing**

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.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.

### **37. 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.

### **38. 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.

### **39. 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.

### **40. Confidentiality of data**

## **EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS**

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.

41. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.
42. 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.
43. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

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

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

44. 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.
45. 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.

## **EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS**

46. 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.

47. 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.

48. 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.

49. 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.

50. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at [CivilRightsMOA@usdoj.gov](mailto:CivilRightsMOA@usdoj.gov)) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award

## EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS

condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

51. Regarding medication-assisted treatment (MAT), the award recipient understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.
52. All BJA-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professionals (NADCP) publication: Defining Drug Courts: The Key Components at <https://www.ncjrs.gov/pdffiles1/bja/205621.pdf>. During the grant period of performance, if BJA concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the award recipient on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.
53. The recipient understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: <https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf>.
54. 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

## **EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS**

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.

### **55. 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.

### **56. The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for direct costs associated with administering the award.**

## **EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS**

57. The recipient may not obligate, expend, or draw down funds for subawards until BJA provides explicit written approval of the proposed subaward. Prior approval for all subawards must be obtained post-award, through the submission and approval of a Grant Award Modification (GAM) through OJP's JustGrants system.
58. Extreme risk protection programs funded under this award 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.
59. ERPO Certification  
  
Byrne SCIP recipients who plan to use funding to support ERPO programs must submit a principal legal officer signed Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv) (Extreme-Risk Protection-Order Programs), certifying that the extreme risk protection-order program to be funded satisfies each of the listed requirements prior to the use of grant funds for ERPO programs.
60. The recipient understands and agrees that it must form a diverse Crisis Intervention Advisory Board to inform and guide the state's related gun violence reduction programs/initiatives. The Board must include representatives from law enforcement, the community, courts, prosecution, behavioral health providers, victim services, and legal counsel. The program and budget plans must be developed in coordination with and with demonstrated approval from the Crisis Intervention Advisory Board prior to submission for BJA review, and advisory board approval will also be required for any subsequent changes to the project's scope or budget.
61. The recipient understands and agrees that it must (1) subaward at least 40% of the award amount to units of local government in order to meet the Local Pass-through, and (2) subaward additional amounts identified by BJA to state courts that provide criminal justice and civil justice services for the "less-than-\$10,000 jurisdictions" within the state and/or subaward the funds to

## **EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS**

such jurisdictions. Additional details on both of these pass-through requirements is available in the applicable fiscal year's Byrne State Crisis Intervention Program Formula Solicitation.

62. The recipient is authorized to incur obligations, expend, and draw down funds in an amount not to exceed \$20,000, for the sole purpose of developing the program and budget plans in coordination with the Crisis Intervention Advisory Board. The recipient is not authorized to incur any additional obligations or make any additional expenditures or drawdowns until (1) the recipient submits program and budget plans that were developed in coordination with and demonstrate evidence of approval by the Crisis Intervention Advisory Board, (2) BJA approves the submission via Grant Award Modification (GAM), and (3) BJA has issued an Award Condition Modification (ACM) releasing this award condition.

63. Limit on use of grant funds for grantees' employees' salaries

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

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

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

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

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

65. Withholding - Certification with respect to Federal taxes - award exceeding \$5 million (updated Aug. 2017)

The recipient may not obligate, expend, or draw down any funds under this award until it has submitted to the program manager, in a format acceptable to OJP, a formal written certification directed to OJP and executed by an official with authority to sign on behalf of the recipient, that the recipient (unless an exemption applies by operation of law, as described below)-- (1) has

## **EXHIBIT E: FY 2022-2023 & FY 2024 BYRNE SCIP FEDERAL CONDITIONS**

filed all Federal tax returns required for the three tax years immediately preceding the tax year in which the certification is made; (2) has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and (3) has not, more than 90 days prior to this certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding; and until an Award Condition Modification (ACM) has been issued to remove this condition.

Title	<b>City of Alameda</b>	04/06/2025
	by <b>Leigh Grossman</b> in <b>Byrne State Crisis Intervention Program (Cohort 2)</b>	id. 50196405
	lgrossman@alamedaca.gov	

<b>Original Submission</b>	04/06/2025
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Score	n/a
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The Byrne State Crisis Intervention Program (Byrne SCIP) Grant Application is divided into four sections as identified below: Background Information Contact Information Proposal Narrative and Budget Mandatory Attachments Each section has a series of questions that require a response. Applicants will be prompted to provide written text, select options from a drop down menu, select options from a multiple choice menu, or upload attachments. Questions labeled "required" in red require responses. Applicants will not be able to submit the Byrne SCIP Grant Application until all questions marked "required" have been completed. Applicants may reference the Byrne SCIP Instruction Packet for background information, key dates, rating factors, and other important information to aid in the completion of the Grant Program Application. The Byrne SCIP Instruction Packet is available on the BSCC website at the Byrne SCIP website . NOTE: Applicants may start and stop their application but must select "Save Draft" at the bottom of the application before existing.

SECTION 1 - BACKGROUND INFORMATION	This section requests information about the project name and location, federal identification, funding requested, and an overview of the project.
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Applicant Name	City of Alameda
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Applicant's Physical Address	2263 Santa Clara Ave City Attorney's Office Alameda CA 94501 US 37.766557 -122.243472
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Applicant's Mailing Address (If different than physical address)	
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Mailing Address for Payment	2263 Santa Clara Ave Finance Department Alameda CA 94501 US 37.766557 -122.243472
Federal Employer ID	94-6000288
Unique Entity Identifier (UEI)	KUYHVCR5A8M8
Funding Category	Small Scope (Up to \$500,000)
Lead Public Agency	Alameda City Attorney's Office
Project Title	Victim Advocate to Raise Awareness and Reduce Gun Violence in Alameda
Program Purpose Areas (PPA)	Applicants are required to apply for the Program Purpose Areas (PPA) and Related Program Activities identified in the Byrne SCIP Instruction Packet (Page 8-10). Three PPAs are identified: PPA 1: Communication, Education, Outreach, and Public Awareness PPA 2: Referrals to Community-based Services for People in Crisis PPA 3: Funding for Law Enforcement Crisis Intervention Programs or Initiatives Applicants are required to address a minimum of one Program Purpose Area and one corresponding Related Program Activity. Applicants are not required to address each PPA or Program Activity.
Communication, Education, Outreach, and Public Awareness (PPA 1)	Outreach to raise public awareness about Extreme Risk Protection Orders Development and distribution of informational materials about Extreme Risk Protection Orders
Referrals to Community-based Services for People in Crisis (PPA 2)	
Funding for Law Enforcement Crisis Intervention Programs or Initiatives (PPA 3)	

Proposal Summary	This project seeks funding under Purpose Area 1 to support a four-part initiative focused on training, outreach, and victim advocacy, particularly in domestic violence and firearm-related cases. Central to the effort is hiring a victim advocate with expertise in trauma recovery, advocacy, and legal systems. The advocate will assist in officer training on Gun Violence Restraining Orders (GVROs), lead public outreach, support victims directly, and build interagency networks. Emphasizing proactive, civil-based safety measures, the project aims to raise awareness, improve victim outcomes, and prevent revictimization in high-risk situations.
SECTION 2 - CONTACT INFORMATION	This section requests contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Officer for Signature.
Project Director	Julia Gonzales
Project Director's Title with Agency/Department/Organization	Chief Assistant City Prosecutor
Project Director's Physical Address	2263 Santa Clara Ave Rm 280 Alameda CA 94501 US 37.766557 -122.243472
Project Director's Email Address	jrgonzales@alamedaca.gov
Project Director's Phone Number	+15107474771
Financial Officer	Angie Nichols
Financial Officer's Title with Agency/Department/Organization	Financial Services Manager
Financial Officer's Physical Address	2263 Santa Clara Ave Finance Alameda CA 94501 US 37.766557 -122.243472

Financial Officer's Email Address	anichols@alamedaca.gov
Financial Officer's Phone Number	+15107474866
Day-To-Day Program Contact	Julia Gonzales
Day-To-Day Program Contact's Title with Agency/Department/Organization	Chief Assistant City Prosecutor
Day-To-Day Program Contact's Physical Address	2263 Santa Clara Ave Rm 280 Alameda CA 94501 US 37.766557 -122.243472
Day-To-Day Program Contact's Email Address	jrgonzales@alamedaca.gov
Day-To-Day Program Contact's Phone Number	+15107474771
Day-To-Day Fiscal Contact	Angie Nichols
Day-To-Day Fiscal Contact's Title with Agency/Department/Organization	Financial Services Manager
Day-To-Day Fiscal Contact's Physical Address	2263 Santa Clara Ave Finance Alameda CA 94501 US 37.766557 -122.243472
Day-To-Day Fiscal Contact's Email Address	anichols@alamedaca.gov
Day-To-Day Fiscal Contact's Phone Number	+15107474866

Name of Authorized Officer*	Leigh Grossman
Authorized Officer's Title with Agency/Department/Organization	Police Auditor
Authorized Officer's Physical Address	950 West Mall Square Rm 202 Alameda CA 94501 US 37.786321 -122.302781
Authorized Officer's Email Address	lgrossman@alamedaca.gov
Authorized Officer's Phone Number	+15107474704
Authorized Officer Assurances	checked
SECTION 3 - PROPOSAL NARRATIVE AND BUDGET	This section requests responses to the Rating Factors identified in the the Byrne SCIP Instruction Packet.

## Proposal Narrative Instructions

The Proposal Narrative must address the Project Need, Project Description, Project Organizational Capacity and Coordination, and Project Evaluation and Monitoring Rating Factors as described in the Byrne SCIP Grant Instruction Packet (refer to pages 20-25). A separate narrative response is required for each Rating Factor as described below: The Project Need narrative may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Description narrative may not exceed 8,948 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately four (4) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Organizational Capacity and Coordination narrative may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. The Project Data Collection and Evaluation narrative may not exceed 4,474 total characters (includes punctuation, numbers, spacing and any text). In Microsoft Word, this is approximately two (2) pages in Arial 12-point font with one-inch margins on all four (4) sides and at 1.5-line spacing. A character counter is automatically enabled that shows the number of characters used and the remaining number of characters before the limit for each response is met. If the character limit is exceeded, a red prompt will appear with the message "You have exceeded the character limit." Applicants will be prohibited from submitting the Byrne SCIP Grant Application until they comply with the character limit requirements. NOTE: It is up to the applicant to determine how to use the total word limit in addressing each section. However as a guide, the percent of total point value for each section is provided in the Byrne SCIP Instruction Packet (refer to page 22).

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### Project Need

The city of Alameda has a population of approximately 75,000, and is often regarded as an ideal community for families. However, like many communities, Alameda is not immune to incidents of violence that profoundly impact residents.

In 2024, the city experienced a tragic quintuple murder in which a husband fatally shot his wife, two children, and in-laws. Law enforcement recovered five firearms from the scene. The husband stated there were prior instances of domestic violence between the couple. That same year, a murder-suicide occurred in which the suspect claimed she shot the victim due to ongoing physical abuse; two firearms were recovered from that scene.

Alameda is uniquely positioned to address instances of gun violence within the community as it is the only city in Northern California with a dedicated Prosecution and Public Rights Unit within the City Attorney's Office (CAO). This Unit is responsible for prosecuting all state law misdemeanor offenses, including misdemeanor wobbler offenses within the City of Alameda. The Unit's cases have encompassed a wide range of state law offenses, including domestic violence, assaults (including assaults with deadly weapons), sexual batteries, and weapons/firearms offenses. Since

its inception, the Unit has experienced significant growth, increasing from one dedicated prosecutor with 220 case referrals and reviews in 2020 to four full-time prosecutors with 800 case referrals and reviews in 2024.

In Alameda, the number of domestic violence cases was stable from 2023 to 2024, with 176 cases reported in 2023 compared to 170 in 2024, despite an overall 13% decline in crime. However, domestic violence cases involving a firearm more than doubled, increasing from two cases in 2023 to five in 2024. Beyond firearm-related cases, the Victim Advocate will play a critical role in addressing instances of repeat victimization. In 2023, 18 individuals were identified as victims in two or more domestic violence cases, while in 2024, this number decreased to 11. Although these figures may appear relatively low, they represent a manageable high lethality caseload for the victim advocate, allowing for the highest degree of focus on cases involving firearms and repeat victimization, while simultaneously providing services to all victims of violence in the city and providing both law enforcement and community-facing educational programming.

Recognizing the importance of reducing and preventing gun violence, the CAO has partnered with the San Diego City Attorney's Office for the past two years to host Gun Violence Restraining Order (GVRO) training. In 2024, this training was attended by 30 to 40 individuals from various agencies. Additionally, the CAO successfully applied for and obtained three GVROs in 2024 which is an increase over the one applied for and obtained in 2023.

A significant gap within the CAO is the absence of a dedicated victim advocate to support the Unit's active caseload of over 350 open cases. The advocate would provide court related services, connect victims with state and local support programs, provide training to law enforcement on best practices for working with vulnerable community members, and conduct community outreach and education on GVROs. Specifically, in relation to gun violence, the victim advocate would play a crucial role in raising public awareness about GVROs and assisting victims and law enforcement in pursuing these orders when appropriate. Currently, the CAO relies on county resources for victim services. However, the significant caseload and scope of the Family Justice Center, which services 14 city jurisdictions, make it unfeasible to provide comprehensive support to all victims. Establishing a dedicated victim advocate position would enable the City to better serve all victims, particularly those at the highest risk of re-victimization.

Despite the urgent need for this position, the City of Alameda faces a budget shortfall that severely limits the ability to create new roles. Initially, funding for the victim advocate position was anticipated through the FY 2025 federal budget. However, following the passage of a Continuing Resolution that maintained government funding at the previous year's levels, the earmarked funds for this position were eliminated. While the City and City Council recognize the critical importance of this role, given the budget shortfall, it is unlikely to be funded with existing funds.

Communication, Education, Outreach, and Public Awareness. The proposed project consists of four key components—three focusing on training and outreach, and one dedicated to victim advocacy in cases related to domestic violence and firearm-related incidents. The primary funding allocation will be used to hire a victim advocate, who will play a critical role in implementing all four components.

The victim advocate will be expected to have expertise in trauma recovery, advocacy, mental health services, and the criminal justice system, including court procedures. Additionally, they will need to demonstrate the ability to collaborate with multiple government agencies while also managing an independent caseload.

The first objective of this project is to ensure that all sworn officers in the Alameda Police Department (APD) are trained in the process of applying for and securing Gun Violence Restraining Orders (GVROs). Training sessions will be conducted by Doug McManaway, an Assistant City Attorney for Alameda who leads the City's GVRO filings and has successfully secured multiple GVROs.

To maximize efficiency, training will be scheduled on overlap days, eliminating the need for officer overtime. During these sessions, the victim advocate will present on available victim support services, particularly for individuals at high risk of firearm violence and repeat victimization.

At the conclusion of each session, officers will complete a post-training evaluation survey to assess effectiveness and gather feedback for program improvements. All sworn officers will be trained by the end of the first year. If interest arises from other law enforcement agencies, and APD permits it, training sessions may be opened to external sworn personnel, as they have been in the past.

Beyond law enforcement, this project aims to provide Extreme Risk Protection Order (ERPO) and GVRO training to a broader audience, focusing on professionals working in crisis intervention, school administration, healthcare, and municipal law.

One of the victim advocate's initial tasks will be to compile a list of relevant organizations and agencies that would benefit from this training. Similar to law enforcement sessions, Attorney Doug McManaway will provide legal instruction on ERPOs and GVROs, while the victim advocate will introduce victim support services.

A minimum of four stakeholder training sessions will be conducted during the grant period. As with law enforcement training, attendees will complete post-session evaluations to assess training effectiveness and provide feedback.

In 2024, three GVROs were applied for and received. The CAO is confident these numbers will continue to rise with the assistance of a Victim Advocate working directly within the community to raise awareness of GVRO's as a critical safety tool that does not require a victim to participate in a criminal case.

Increasing public awareness about ERPOs and GVROs is another core

objective of this initiative. The victim advocate will engage with community organizations and advocacy groups interested in learning about GVROs and victim support services. They will participate in community meetings, including those organized by law enforcement, to inform the public about protection orders and available victim services. Additionally, the advocate will develop a dedicated webpage on both the City Attorney's Office and Alameda Police Department websites to provide comprehensive information on ERPOs and GVROs. A social media awareness campaign will be launched through the City Attorney's social media accounts and, as permitted, through the Police Department's and City's official channels. The victim advocate will also produce two informational brochures: one focused on ERPOs and GVROs, outlining their purpose and legal process, and another detailing victim support services for distribution by officers and at public offices. These brochures will be made available at the Alameda Police Department, the City Attorney's Office, and other organizations interested in sharing them.

The final and most critical component of this project is direct engagement with victims of domestic violence and firearm-related incidents. While firearm-related domestic violence cases are relatively rare in Alameda, they more than doubled from 2023 to 2024, emphasizing the need for intervention. Within 72 hours of a domestic violence or firearm-related incident, the victim advocate will reach out to affected individuals to assess their immediate safety needs and determine whether an ERPO or GVRO may be appropriate. If an order is deemed necessary, the advocate will work closely with Assistant City Attorney Doug McManaway and law enforcement to ensure proper documentation and case preparation. Additionally, the victim advocate can provide referrals and support for civil restraining orders as they will they will know where and how to petition for them and what non-profits can assist with representation.

The victim advocate's first task will be to develop a comprehensive directory of city and county services available to victims and establish working relationships with key contacts at each agency to facilitate referrals. Once engaged with victims, the advocate will develop personalized safety plans, assist with victim impact statements, document financial losses to support restitution claims, prepare victims for court appearances, coordinate transportation, and provide emotional and procedural support during testimony. By offering these services, the victim advocate will strengthen trust between victims and law enforcement, improving cooperation and ultimately enhancing case outcomes.

Significantly, the victim advocate's position and function will also permit him or her to provide critical support and safety measures to those victims who are, as yet, unwilling or unable to leave their abusers and/or participate in a criminal prosecution. The National Domestic Violence Hotline notes it takes an average of seven instances of violence within the relationship for a victim to leave their abuser, and between 80% and 90% of all domestic violence victims will be uncooperative with the prosecution of their abuser at some point during the life of the case (De Sanctis, 1996). Most incidents of violence go unreported by victims entirely. These realities underscore the importance of outreach and support that is not conditioned upon participation in a criminal case. Further, by providing education, resources,

and assistance for safety planning measures that are civil – rather than criminal – in nature (GVRO's, ERPO's and CRO's), the advocate will perform critical crisis intervention and prevention that is proactive rather than reactive. GVROs are especially important as seven in 10 intimate partner homicides in the United States are committed with a firearm (Everytown Research Analysis, 2021).

The overarching goal of the victim advocate's role is to prevent revictimization, particularly in cases involving firearms. While firearm violence remains relatively rare in Alameda, its consequences are severe and often tragic. This project aims to proactively identify and support individuals at heightened risk, ensuring they receive the resources and legal protections necessary to prevent further violence.

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Project  
Organizational  
Capacity and  
Coordination

With the hiring of a victim advocate, the City Attorney's Office (CAO) will be fully equipped to implement the proposed project. This full-time position will be dedicated to supporting victims in cases handled by the CAO. Additionally, at the request of the Police Department, the advocate may provide assistance to victims in cases overseen by the District Attorney's Office, as appropriate.

The victim advocate will be responsible for developing training materials and presentations. They will also be required to have a thorough understanding of the Gun Violence Restraining Order (GVRO) process, court procedures, and appeals. Furthermore, the advocate must be able to create individualized support plans tailored to the specific needs of the victims they serve.

For GVRO training sessions with law enforcement and key stakeholders, the advocate will collaborate with Attorney Doug McManaway, who leads the City's GVRO filings. Mr. McManaway will conduct presentations and provide legal insights into the process of applying for and obtaining a GVRO, ensuring that information is tailored to each audience.

The overall project will be supervised by Julia Gonzales, Chief Assistant City Prosecutor of the Prosecution and Public Rights Unit. The victim advocate will report directly to Ms. Gonzales and participate in regular check-in meetings to monitor progress, assess goal achievement, and ensure adequate support from and for the Unit.

This initiative does not require formal contracts or memorandums of understanding (MOUs) with other departments or organizations. However, significant collaboration will be necessary with the Police Department, other city departments that provide victim services, and various external stakeholders. At the beginning of the grant period, the victim advocate will compile a comprehensive list of key contacts across relevant departments and agencies. Following this, stakeholders will convene at least twice a year to review project outcomes, address challenges, and identify opportunities to enhance service delivery.

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## Project Data Collection and Evaluation

Throughout the grant period, data will be collected on several key metrics. Since the victim advocate position is a new role, the intervention period will encompass the entire grant period, allowing for comparisons with data from the two years prior, as well as with data from a city of similar size.

The victim advocate will collaborate with the Police Auditor within the City Attorney's Office. The Police Auditor, who holds a Ph.D. in criminal justice from Rutgers University, will assist in conducting a structured evaluation of the program.

The evaluation will consist of both qualitative and quantitative components:

### Qualitative Component:

- Feedback will be gathered from training participants, community meetings, and victims.
- The advocate will assess victim experiences and perspectives on service delivery, identifying strengths, challenges, and areas for improvement.
- Data will be collected through surveys and structured/unstructured interviews with victims and training attendees.
- Interviews with law enforcement officers and attorneys in Alameda will evaluate whether the victim advocate's work has improved understanding and implementation of the GVRO process.

### Quantitative Component:

- Crime data from the two years preceding the grant period and the entire grant period will be analyzed.
- Crime statistics from a comparable city will be examined to assess trends in gun-related crimes and repeat victimizations.
- The Police Auditor will work with the Alameda Police Department (APD) to identify key data points, such as:
  - o The number of domestic violence incidents per year.
  - o The number of firearm-related incidents.
  - o The number of repeat domestic violence victims and offenders.
- While causation cannot be definitively established, this analysis will assess potential correlations between the victim advocate's work and changes in crime trends.

Additionally, for informational purposes, the victim advocate will:

- Track website and social media engagement to measure the reach of outreach efforts.
- Document attendance at trainings to analyze participation by different agencies and departments.

This structured approach will provide valuable insights into the effectiveness of the victim advocate position, supporting informed decisions about its long-term sustainability and impact on public safety in Alameda.

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Budget Instructions	Applicants are required to submit a Proposal Budget and Budget Narrative (Attachment A). Upon submission, the Budget Attachment will become Section 5: Proposal Budget (Budget Tables and Narrative) making up part of the official proposal. The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Tables and Narrative. The grant budget must cover the entire grant period. Funding information is available on pages 11-12 a of the Byrne SCIP Instruction Packet. For additional guidance related to grant budgets, refer to the BSCC Grant Administration Guide. The Budget Attachment is provided as a stand-alone document on the BSCC website at the Byrne SCIP website. (Please do not use the sample template in the Byrne SCIP RFP Instruction Packet, which is provided on pages 52-58 for reference only.)
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Byrne SCIP Budget and Budget Narrative (Attachment A)

[Attachment\\_A\\_-\\_Project\\_Budget\\_-\\_Alameda.xlsx](#)

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OPTIONAL:  
Bibliography

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SECTION 4 - MANDATORY ATTACHMENTS	This section lists the attachments that are required at the time of submission. Project Work Plan (Attachment B) Criteria and Assurance for NGOs that Receive BSCC Grant Funds as a Subcontractor (Attachment C) Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Attachment D) Governing Board Resolution or Other Proof of Signing Authority – (not required at time of submission; however, must be submitted if awarded grant funds.) (Attachment E)
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Project Work Plan (Attachment B)

[Attachment\\_B\\_-\\_Project\\_Work\\_Plan\\_-\\_Alameda.pdf](#)

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Criteria and Assurance for NGOs that Receive BSCC Grant Funds as a Subcontractor (Attachment C)

[Attachment\\_C\\_-\\_Criteria\\_and\\_Assurance\\_-\\_Alameda.pdf](#)

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Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Attachment D)

[Attachment\\_D\\_-\\_Cert\\_of\\_Compliance\\_-\\_Alameda.pdf](#)

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OPTIONAL:  
Governing Board  
Resolution or Other  
Proof of Signing  
Authority (Attachment  
E)

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CONFIDENTIALITY  
NOTICE:

All documents submitted as a part of the Byrne State Crisis Intervention Grant proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)

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1. Salaries and Benefits		
Title	(% FTE <u>or</u> Hourly Rate) & Benefits	Grant Funds
Example (Hourly): Fiscal Manager	\$60/hour x 10 hours/month x 3 years = \$21,600 + benefits @ 22% = \$4,752	\$26,352
Example (FTE): Counselor	.25 FTE @ \$60,000 x 3 years = \$45,000	\$45,000
Example (FTE): Housing Navigator	1.00 FTE @ \$75,000 (Year 1) + @ \$80,000 (Year 2) + @ \$85,000 (Year 3) + benefits @ 25% = @60,000	\$300,000
(FTE): Sr. Victim Advocate	1.00 FTE @ \$133,120 (Year 1) + @ \$139,630 (Year 2) + benefits @ 35% = \$95,463	\$368,213
TOTAL		\$368,213

<b>Services and Supplies Narrative: Provide a brief description for each item that explains how it will be used toward fulfilling grant objectives.</b>	
<p>A laptop, computer software, and cell phone are essential for the victim advocate's role in supporting victims in various locations (court hearings, community outreach, etc.); for trainings; creating and updating a dedicated website, brochures, and other materials; social media, etc. Supportive services will be necessary for victims to secure their safety and transport to court as necessary.</p>	
<b>MOD x APPROVAL DATE:</b>	

<b>3. Non-Governmental Organization (NGO) Subcontracts</b>		
Name of NGO Subcontractor	Calculation for Expenditure	Grant Funds
Example: Private Industrial Council	Training Class \$450 x 25 participants	\$11,250
N/A	N/A	\$0
TOTAL		\$0

NGO Subcontracts Narrative: List each NGO subcontractor that will be providing direct services. Provide a brief description the the services that will be provided.

N/A

MOD x APPROVAL DATE:		
<b>4. Professional Services/Independent Contractors</b>		
Description of Subcontract	Calculation for Expenditure	Grant Funds
Example: XYZ Evaluation Services	\$XXXX per month for data collection and evaluation services.	
Voiance Language Services Remote Language Interpreters	\$0.70/minute x 100 minutes x 30 participants x 2 years	\$4,200
WeWork	Office Space \$1000/mo x 24 months	\$24,000
TOTALS		\$28,200

Professional Services/Independent Contractors Narrative: List each Professional Services/Independent Contractors (includes evaluators, accountants, bookkeepers, grants management, training, technical assistance, etc.) Provide a brief description of the services that will be provided.

Remote language interpreters will provide interpretation and translation services to the Victim Advocate to enable support be provided all victims regardless of primary language spoken. WeWork to provide office space for victim advocate close to courthouse and to provide hosting space for victims waiting to testify in court as necessary.

MOD x APPROVAL DATE:		
<b>5. Public Agency Subcontracts</b>		
Name of Public Agency	Calculation for Expenditure	Grant Funds
Example: River County Behavioral Health Services	0.75 FTE Behavioral Health Specialist @ \$100,000 = \$75,000 x 3 years = \$225,000 + 30% benefits =	\$292,500
N/A	N/A	\$0
TOTALS		\$0

Public Agency Subcontracts Narrative: List each public agency that will receive grant funds. Provide a brief description of the services that will be provided.

N/A

MOD x APPROVAL DATE:

6. Equipment/Fixed Assets (items costing \$3,500 or more per item; see #5 in the instructions)		
Description of Equipment/Fixed Asset	Calculation for Expense	Grant Funds
Example: Purchase of Vehicle	Toyota Prius @ Market Value	\$50,000
N/A	N/A	\$0
TOTAL		\$0

Equipment/Fixed Assets Narrative: List any equipment or fixed assets that will be purchased with grant funds and provide a brief description for each item that explains how it will be used toward fulfilling grant objectives.

N/A

MOD x APPROVAL DATE:

7. Other (Travel, Training, etc.)		
Description	Calculation for Expense	Grant Funds
Example: Staff Trainings	\$500/per training x 5 staff	\$2,500
Mileage reimbursement (court, community outreach, etc.)	\$100/month x 2 yrs	\$2,400
Website, brochures, business cards, and training materials	\$2,500 (Yr 1 initial creation costs) + \$500 (Yr 2 reprint costs)	\$3,000
Staff training	\$700 travel to Sac x 3 people for 2 nights = \$2,100 + other training over 2 yrs @\$2,900	\$5,000

TOTAL		\$10,400

Other (Travel, Training, etc.) Narrative: Provide a brief explanation for how each item listed above will contribute toward fulfilling grant objectives. Please budget for one 2-day trip to Sacramento for 3-5 key grant team members.

Staff training will consist of one 2-day trip to Sacramento for 3 key grant team members, as well as any other trainings throughout the 2-year grant period. Website and social media, brochures, business cards, and training materials will help support outreach and training efforts. Mileage reimbursement needs are expected for when team members attend travel to court, outreach events, and other related matters.

MOD x APPROVAL DATE:

8. Indirect Costs				
For this grant program, indirect costs may be charged using only <u>one</u> of the two options below:				Grant Funds
If the applicant does not have a federally approved indirect cost rate, the applicant may claim indirect costs using the Federal De Minimis, 15% of Modified Total Direct Costs (calculated as 15% multiplied by total direct costs, minus equipment, plus up to the first \$50,000 of each subcontract) <b>*If the amount entered in H277 turns red, please adjust it to not exceed the line item limit noted in G277</b>	15.00%	\$423,013	\$63,452	\$63,452
If the applicant has a federally approved indirect cost rate, may claim indirect costs up to the organization's federally approved indirect cost rate. <b>*If the amount entered in H278 turns red, please adjust it to not exceed the line item limit noted in G278</b>	10%	\$423,013	\$42,301	
TOTAL				\$63,452

Indirect Costs Narrative:  
Indirect costs expected include Police Auditor services for evaluation, equipment (copier/printer, mobile offices, etc.), software, utilities, office supplies, HR services, Payroll and Finance service, IT support services, attorney services, clerical and accounting services, other services provided by the City of Alameda.

MOD x APPROVAL DATE:

## ATTACHMENT C

### Criteria for Non-Governmental Organizations Receiving Byrne SCIP Funds as a Subcontractor

**Required Attachment: Applicants will be prompted to upload this document from the [BSCC Byrne SCIP](#) website to the BSCC Submittable Application Portal.**

The Byrne SCIP Request for Proposals (RFP) includes requirements that apply to non-governmental organizations **that receive BSCC grant funds as subcontractors**. Grantees are responsible for ensuring that all subcontracted third parties continually meet these requirements as a condition of receiving any Byrne SCIP grant funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Byrne SCIP grant funds must:

- Have been duly organized, in existence, and in good standing at least six (6) months prior to the start date of the applicant's Grant Agreement with BSCC:
  - Note: Non-governmental organizations that have recently reorganized or have merged with other qualified non-governmental organizations that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the applicant's Grant Agreement with BSCC.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.

In the table below, provide the name of the Grantee and list all subcontracted third parties.

**Name of Grantee:**

Name of Subcontracted Third Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

See page 2 for signature block.

## ATTACHMENT C

### Criteria for Non-Governmental Organizations Receiving Byrne SCIP Funds as a Subcontractor

Grantees are required to update this list and submit it to BSCC any time a new third-party subcontract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Byrne SCIP RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

**A signature below is an assurance that all requirements listed above have been met.**

<b>AUTHORIZED SIGNATURE</b>			
<i>(This document must be signed by the person who is authorized to sign the Grant Agreement.)</i>			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (verified e-signature is acceptable)			DATE
X			

## Attachment D: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft and Embezzlement

**Required Attachment: Applicants will be prompted to upload this document from the [Byrne SCIP webpage](#) to the Submittable Application portal.**

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board **will not** enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and **signing below**, applicant affirms that:

- ☐ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.
- ☐ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.
- ☐ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE			
This document must be signed by the person who is authorized to sign the Grant Agreement.			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (e-signature acceptable)			DATE
X			

**APPENDIX A: BYRNE SCIP ADVISORY BOARD ROSTER**

	<b>Name</b>	<b>Title</b>	<b>Organization/Agency</b>
1	Linda Penner (Chair)	Chair	Board of State and Community Corrections
2	Juan Avila	Chief Operating Officer (Victim Services)	Garden Pathways
3	Norma Cumpian	Director, Women's Department (Community)	Anti-Recidivism Coalition
4	Brenda Grealish	<i>Executive Officer, Council on Criminal Justice and Behavioral Health (Behavioral Health)</i>	California Department of Corrections and Rehabilitation
5	Kirk Haynes	Chief Probation Officer (Law Enforcement)	Fresno County
6	Jason Johnson	Director, Division of Adult Parole Operations (Law Enforcement)	California Department of Corrections and Rehabilitation
7	Jeffrey Macomber	Secretary (Law Enforcement)	California Department of Corrections and Rehabilitation
8	Nancy O'Malley	District Attorney (Retired) (Prosecution)	Alameda County
9	Alan Slater	Chief Executive (Retired) (Courts)	Orange County Superior Court
10	Eric Taylor	Sheriff-Coroner (Law Enforcement)	San Benito County
11	Eloisa Tuitama	Staff Counsel (Legal Counsel)	Board of State and Community Corrections
12	Angeles D. Zaragoza	Attorney, Deputy Executive Director, Youth Programs (Community)	Los Angeles Room and Board

## APPENDIX B: Criteria for Non-Governmental Organizations Receiving BSCC Subawards

**Required Attachment: Applicants will be prompted to upload this document from the BSCC [Byrne SCIP website](#) to the BSCC Submittable Application Portal.**

The Byrne SCIP RFP includes requirements that apply to non-governmental organizations **that receive BSCC grant funds as subcontractors**. Grantees are responsible for ensuring that all subcontracted third parties continually meet these requirements as a condition of receiving any Byrne SCIP funds. The RFP describes these requirements as follows:

Any non-governmental organization that receives Byrne SCIP funds must:

- Have been duly organized, in existence, and in good standing at least six (6) months prior to the start date of the applicant's Grant Agreement with BSCC.

Note: Non-governmental organizations that have recently reorganized or have merged with other qualified non-governmental organizations that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the applicant's Grant Agreement with BSCC.

- Be registered with the California Secretary of State's Office, if applicable.
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship).
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.

In the table below, provide the name of the Grantee and list all subcontracted third parties.

### Name of Grantee:

Name of Subcontracted Third Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

## APPENDIX B: Criteria for Non-Governmental Organizations Receiving BSCC Subawards

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Grantees are required to update this list and submit it to BSCC any time a new third-party subcontract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Byrne SCIP RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

**A signature below is an assurance that all requirements listed above have been met.**

AUTHORIZED SIGNATURE			
<i>(This document must be signed by the person who is authorized to sign the Grant Agreement.)</i>			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (verified e-signature is acceptable)  X			DATE