



COMMISSIONERS COURT  
COMMUNICATION

COURT ORDER NUMBER <#CourtOrderNumber#>

PAGE 1 OF 60

DATE: 7/1/2025

**SUBJECT: CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING  
BETWEEN TARRANT COUNTY AND THE CITY OF FORT WORTH  
RELATED TO THE FISCAL YEAR 2024 EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE FORMULA PROGRAM GRANT AWARD**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider a Memorandum of Understanding (MOU) between Tarrant County and the City of Fort Worth related to the FY 2024 Edward Byrne Memorial Justice Assistance Formula (JAG) Program Grant award.

**BACKGROUND**

On February, 19, 2025, the Commissioners Court, through Court Order #144744, approved an MOU between Tarrant County, the City of Fort Worth, and the City of Arlington for the division of the FY 2024 Edward Byrne Memorial Justice Assistance Grant funds awarded by the Department of Justice (DOJ).

Under the FY 2024 JAG Program Grant, the Department of Justice (DOJ) has awarded a total of \$519,546.00 to be distributed to Tarrant County and the Cities of Fort Worth and Arlington. The City of Fort Worth serves as the fiscal agent for the grant and is responsible for the distribution of the funds per the MOU.

With approval, Tarrant County will be funded \$137,402.00 from the total FY 2024 JAG Program Grant award for use in the Tarrant County Mental Health Law Enforcement Liaison Program managed by My Health My Resources of Tarrant County (MHMRTC).

The goal of the Law Liaison Program is to enhance coordination between law enforcement and mental health agencies to prevent the incarceration of persons with mental impairments and encourage participation in treatment services. Services provided through the program include specialized training of law enforcement officers, coordination among mental health service providers, health and wellness checks, and advocacy.

The Criminal District Attorney’s Office has approved this MOU as to form.

**FISCAL IMPACT**

The grant award is for \$137,402.00.

No match is required for this grant.

There are no indirect costs for this grant.

This funding is part of a larger partnership between Tarrant County and MHMR for the Law Enforcement Liaison Program.

SUBMITTED BY	Budget and Risk Management	PREPARED BY:	Rand Otten
		APPROVED BY:	Travis Yarbrough

**Memorandum of Understanding  
Between the City of Fort Worth, TX and Tarrant County, TX  
FY 2024 Justice Assistance Grant**

1. **PARTIES.** The parties to this Memorandum of Understanding (MOU) are the City of Fort Worth, Texas (“Recipient”) and Tarrant County, Texas (“Subrecipient”).
2. **AUTHORITY.** This MOU sets forth the Recipient’s and the Subrecipient’s responsibilities under the U.S. Department of Justice (“DOJ”), Bureau of Justice Assistance, Fiscal Year 2024 Byrne Justice Assistance Grant (Grant).
3. **PURPOSE.** The purpose of this MOU is to enhance the working relationship between the parties in order to facilitate effective implementation of the Grant, in compliance with the DOJ Program requirements. A portion of grant funds awarded under the Grant has been allocated to secure grant funding for the Tarrant County Mental Health Law Liaison Program as outlined in the Grant agreement title “Memorandum of Understanding Between the Cities of Fort Worth, Arlington, and County of Tarrant, Texas.” In addition to those grant funds, once awarded, grant funds in the amount of \$137,402.00 shall provide funding to the Mental Health Law Liaison Project (MHLL) through My Health My Resources of Tarrant County (MHMR-Tarrant) for mental health services on police calls with persons with mental illness as a jail diversion to services more appropriate for their needs as outlined in the Budget Narrative, attached as “Exhibit A” and incorporated by reference as part of this MOU.
4. **RESPONSIBILITIES:**
  - A. **Recipient:**
    - 1) The Recipient is the cognizant fiscal agency of the Grant Funds and agrees to participate in a collaborative manner with the Subrecipient throughout the life of the grant.
    - 2) After the Grant is awarded, the Recipient shall facilitate and manage the grant throughout its lifecycle, as required by the Grant award contract.
    - 3) The Fort Worth Police Department – Financial Management Division – Supplemental Funding Unit (Unit) will oversee the administration, procurement, and reporting of the Subrecipient’s grant-funded activities. The Unit shall review, approve, and/or request approval from DOJ for any written requests by Subrecipient to modify the terms of Exhibit A.
    - 4) The Recipient shall reimburse the Subrecipient an amount not to exceed \$137,402.00 from available grant funds for approved services and expenses rendered in accordance with the terms of this MOU upon receipt of a proper and verified invoice with satisfactory program accompanying documentation of services provided. The

reimbursement made to the Subrecipient shall not exceed actual costs incurred to provide the services under this MOU. Actual costs, both direct and indirect, must be reasonable and allowable as those terms are defined and explained in the Office of Management and Budget, as codified under 2 CFR Chapter I, Chapter II, Part 200.

**B. Subrecipient:**

- 1) Participate in a collaborative effort with the Recipient in the application, administration, and implementation of the Grant. The collaboration is to last throughout the life of the Grant.
- 2) Meet all statutory, administrative, and other included requirements pertaining to administration, procurement, and reporting required under the Grant. Requirements to be met include those found in (1) the Office of Management and Budget circulars, (2) the Office of Justice Programs Financial Guidelines, (3) the Grant Assurances, (4) Exhibit A to this MOU, entitled “FY 2024 JAG Budget Narrative”, which is incorporated by reference as part of this MOU, and (5) “Exhibit B” to the MOU, entitled “Award Document” which is incorporated by reference as part of this MOU.
- 3) Maintain full documentation supporting fulfillment of the requirements set forth above. All such documentation shall be furnished to Recipient upon request if necessary for Recipient to fulfill its obligations under the Grant. If this documentation is not maintained and furnished to Recipient on request, Recipient may exercise all remedies available under this MOU, including the right to withhold payment to Subrecipient or terminate this MOU as described herein.
- 4) Submit electronically, in color, in PDF format and authorized signature(s) “Monthly Performance Report” (PR) form to the Fort Worth Police Department Supplemental Funding Unit at [CPD\\_Grants@fortworthtexas.gov](mailto:CPD_Grants@fortworthtexas.gov) no later than the 15<sup>th</sup> calendar day of the month, regardless of level of activity. In addition, the Subrecipient shall submit program updates and other reports requested by the Recipient and DOJ in the appropriate format and on a timely basis; and make available at reasonable times and for reasonable periods records and other programmatic or financial records, books, reports, and supporting documents for review by the Recipient, DOJ, or their authorized representatives. Performance Reports are due to the Recipient no later than the 15<sup>th</sup> calendar day of the following month. The Performance Report must contain the following information:
  - a) A detailed list of all projects or activities for which the Grant funds were expended or obligated during the previous month, including:
    - (1) The name of project or activity;
    - (2) A description of project or activity; and
    - (3) An evaluation of the completion status of the project or activity.
- 5) Submit electronically, in color, in Excel spreadsheet format and authorized signature(s) the “Monthly Request for Reimbursement” (RFR) form with supporting documents to the Fort Worth Police Department Supplemental Funding Unit at [CPD\\_Grants@fortworthtexas.gov](mailto:CPD_Grants@fortworthtexas.gov) no later than the 15<sup>th</sup> calendar day of the month

following expenditures, regardless of level of spending. Reimbursements by the Recipient will not be made until after receipt of an acceptable and approved RFR and Performance Report from the Subrecipient. Reimbursements shall be made within 30 days receipt of said documents. The monthly RFRs and Vendor Report Forms must contain the following information:

- a. The amount of Grant funds that were expended to projects or activities during the previous month; and
  - b. The amount of Grant funds that were obligated during the previous month.
- 6) Submit any and all proposed changes to the attached budget to the Recipient prior to any expenditure deviation from approved budget. No expenditures inconsistent with the attached budget shall be made by Subrecipient prior to receiving written approval from Recipient. Failure to obtain pre-approval for deviations from budget may result in a denial of reimbursement.
- 7) Maintain financial, programmatic, and supporting documents, statistical records, and other records pertinent to claims submitted during the contract period for a minimum of five (5) years after the termination of the contract period, or for five (5) years after the end of the federal fiscal year in which services were provided. Such records shall be available to Recipient for investigation, examination and audits as necessary. If any litigation, claim, or audit involving these records begins before the fifth (5) year period expires, the Recipient will notify the Subrecipient of such litigation, claim or audit, and Subrecipient will be responsible for maintaining the records and documents for not less than three (3) years after the final conclusion of all litigation, claims, or audits. Litigation is considered resolved when a final order is issued, or a written agreement is entered into between the DOJ, Recipient and Subrecipient. Audits are considered concluded upon the closure of the audit covering the entire award period.

**5. PERFORMANCE.** Recipient will monitor and evaluate Subrecipient's performance using the goals and performance standards required in this MOU. Substandard performance as determined by Recipient, including noncompliance with any applicable regulation, will constitute noncompliance with this MOU. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified in writing by Recipient, procedures to suspend or terminate the MOU will be initiated.

**6. COMPENSATION.** Payment by Recipient to Subrecipient shall require completion of all Recipient forms and copies of adequate supporting documentation verifying eligibility of expenses.

Subrecipient will not commingle grant funds with any other funds in any manner that would prevent Recipient from readily identifying expenditures for the FY 2024 Byrne JAG grant.

## 7. SUBRECIPIENT MONITORING AND MANAGEMENT.

A. Pursuant to 2 C.F.R. Section 200.331 (Requirements for Pass Through Entities), the following information is applicable to Subrecipient's FY 2024 Byrne JAG Award:

- (1) Federal Award Identification – 15PBJA-24-GG-05349-JAGX
- (2) Subrecipient's Name – Tarrant County, Texas
- (3) Subrecipient's unique entity identifier (UEI) – DBH1UNN8U5J3
- (4) Federal Award Identification Number (FAIN) – 15PBJA-24-GG-05349-JAGX
- (5) Federal Award Date – 12/5/2024
- (6) Subaward Period of Performance Start and End Date 10/01/2023 – 9/30/27
- (7) Amount of Federal Funds obligated by this action - \$519,546.00
- (8) Total Amount of Federal Funds obligated to the Subrecipient - \$137,402.00
- (9) Federal award project description – FY24 Justice Assistance Grant Collaboration with Fort Worth, Tarrant County, and Arlington.
- (10) Name of Federal Awarding Agency, Pass-Through Entity – Department of Justice passed through the City of Fort Worth.
- (11) CFDA Number and Name – 16.738 Edward Byrne Memorial Justice Assistance Program.
- (12) Identification of whether the award is R&D - This award is not being utilized for research or development.
- (13) Indirect cost rate for the Federal award -The Subrecipient did not request reimbursement for indirect costs.

## 8. CERTIFICATIONS.

A. Subrecipient hereby assures and certifies that:

1. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victim of Crime Act (42 U.S.C. § 1064(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 701); the Americans with Disabilities Act of 1990 (42 U.S.C. § 1231-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

2. It will comply, if applicable, with the Award Condition: Determination of Suitability required, in advance, for certain covered individuals who may interact with participating minors under the age of eighteen by completing and documenting their actions of the Determination of Suitability Checklist form. The Determination of Suitability Checklist form shall be provided during the JAG application phase and before the JAG Award Agreement. The Determination of Suitability Checklist Form must also be completed for any employee selected to work on the JAG grant project after the JAG application closes, after the JAG Award Agreement has been accepted, and any time during the project's period of performance.

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

4. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the Subrecipient shall complete and submit Standard Form – LL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

5. If any funds have been paid or will be paid to purchase law enforcement equipment, the Subrecipient shall comply with Executive Order 13688 (“Federal Support for Local Law Enforcement Equipment Acquisition”). The term “law enforcement equipment” includes, but is not limited to administrative equipment such as office furniture and computers. It also includes military and military-styled equipment, firearms, tactical vehicles, including property covered under 22 C.F.R. 121 and 15 C.F.R. Part 774.

## **9. POINTS OF CONTACT**

### **A. Recipient**

The primary point of contact for the Recipient is the Grant Specialist, Supplemental Funding Unit, email address: [CPD\\_Grants@fortworthtexas.gov](mailto:CPD_Grants@fortworthtexas.gov). Monthly RFRs should be signed and submitted electronically to the Fort Worth Police Department, 505 West Felix Street, Fort Worth, TX 76115, Attention: Grant Specialist, Supplemental Funding Unit at [CPD\\_Grants@fortworthtexas.gov](mailto:CPD_Grants@fortworthtexas.gov).

Monthly PRs should be signed and electronically submitted by the Project Directors of the aforementioned FY 2024 Byrne Justice Assistance Grant programs to the Fort Worth Police Department, 505 West Felix Street, Fort Worth, TX 76115, Attention: Grant Specialist, Supplemental Funding Unit at [CPD\\_Grants@fortworthtexas.gov](mailto:CPD_Grants@fortworthtexas.gov).

### **B. Subrecipient**

The primary point of contact for Subrecipient is Chandler Merritt, Tarrant County Administrator, telephone number: 817-884-1734, mailing address: 100 East Weatherford St. Suite 404, Fort Worth, Texas 76196-0609.

### **C. Recipient and Subrecipient**

Before any item included in an RFR would be denied as unallowable, Recipient agrees to confer with Subrecipient to allow for clarification and explanation. Recipient agrees to memorialize in writing any oral conversations concerning this subject matter.

**10. ENTIRETY OF UNDERSTANDING.** This MOU, including Exhibits A and B and any documents incorporated specifically herein by reference, constitutes the entire understanding between the parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement or other documents are hereby declared null and void to the extent they may conflict with any provision of this MOU.

**11. IMMUNITY.** The Parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law or otherwise with respect to any action based on or occurring as a result of this MOU.

**12. INDEPENDENT CONTRACTOR.** The parties to this MOU do not intend to enter into a legal partnership, as that term is used to describe a legal entity and to involve joint and several liabilities. Recipient shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Subrecipient. Likewise, Subrecipient shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the Recipient. Neither Recipient nor Subrecipient shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, members, agents, servants, employees, or officers of the other. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**13. OTHER PROVISIONS.** Nothing in this MOU is intended to conflict with any current laws or regulations or with the directives of the Recipient or Subrecipient. The provisions of this MOU are severable and if for any reason a clause, sentence, paragraph or other part of this MOU shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

Any monies expended by a party under or in connection with this MOU must come from funds currently available to that party.

Subrecipient agrees that Recipient or its representatives shall, until the expiration of five (5) years after the grant period, have access to and the right to examine any directly pertinent books, documents, papers and have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Recipient shall give Subrecipient reasonable advance notice of intended audits.

**14. TERM.** This MOU will become effective on the date it is executed by both parties (“Effective Date”) and will remain in effect until the later of (1) expiration of the grant period or (2) submission of the final report regarding the Grant to the DOJ.

**15. MODIFICATION AND AMENDMENT.** No amendment, modification, or alteration of the terms of this MOU shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

**16. NOTICES.** Notices required pursuant to the provisions of this MOU shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, or (2) received by

the other party by United States Mail, registered, return receipt requested, addressed as follows:

**For the City of Fort Worth:**

Grant Specialist  
City of Fort Worth Police Department  
505 West Felix Street  
Fort Worth, TX 76115

**For Tarrant County:**

County Judge  
Tarrant County  
100 E. Weatherford Street Suite 501  
Fort Worth, TX 76196

- 17. TERMINATION.** It is expressly understood and agreed by and between the parties that this MOU is wholly conditioned upon the actual receipt by Recipient of the Grant; that all monies distributed to Subrecipient hereunder shall be exclusively from Federal funds received under said grant and not from any other monies of Recipient; and that if such funds are not timely forthcoming, in whole or in part, Recipient may, at its sole discretion, terminate this MOU and Recipient shall not be liable for payment for any work or services performed by Subrecipient under or in connection with this MOU.

Either party may terminate this MOU at any time, by providing the other party with sixty (60) days' written notice of termination.

Recipient may terminate this MOU whenever such termination is determined to be in Recipient's best interest, in event of Subrecipient default, inability or failure to perform or to comply with any of the terms herein, or for other good cause.

Termination will be effected by written notice to Subrecipient, specifying the portions of the MOU affected and the effective date of termination. Subrecipient shall be reimbursed for valid, eligible expenditures made prior to termination. Recipient will have no responsibility or liability for Subrecipient's expenditures or actions occurring after the effective date of termination.

- 18. SIGNATURE AUTHORITY.** The person signing this MOU hereby warrants that he or she has the legal authority to execute this MOU on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this MOU. This MOU may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument. Any signature executed electronically or delivered by a party by facsimile or other electronic transmission (including email transmission of a portable document file (pdf) or similar image) shall be deemed to be an original signature hereto.

- 19. COMPLIANCE WITH LAWS.** In providing the services required by this MOU, Recipient and Subrecipient must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Recipient and Subrecipient shall be responsible for ensuring their compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

**[SIGNATURE PAGE FOLLOWS]**

**ACCEPTED AND AGREED:**

**CITY OF FORT WORTH:**

By: \_\_\_\_\_  
William Johnson  
Assistant City Manager

**ACCEPTED AND AGREED:**

**TARRANT COUNTY, TEXAS**

By: Separate Electronic Signature Page  
Tim O’Hare  
Tarrant County Judge

Date: \_\_\_\_\_

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Robert A. Alldredge, Jr.  
Interim Chief of Police

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_  
Jackson Skinner  
Assistant City Attorney

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Criminal District Attorney’s Office\*

\*By law, the Criminal District Attorney’s Office may only approve contracts for its clients. We reviewed this document as to form from our client’s legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

**Contract Authorization:**

M&C: 24-0506  
Date Approved: 6/11/2024

**ATTEST:**

By: \_\_\_\_\_  
Jannette Goodall  
City Secretary

**Contract Compliance Manager:**

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

\_\_\_\_\_  
Angela Love  
Grants Specialist

# **Exhibit A**

# **FY 2024 JAG Budget Narrative**

# Budget Detail Worksheet

OMB Approval NO.: 1121-0329

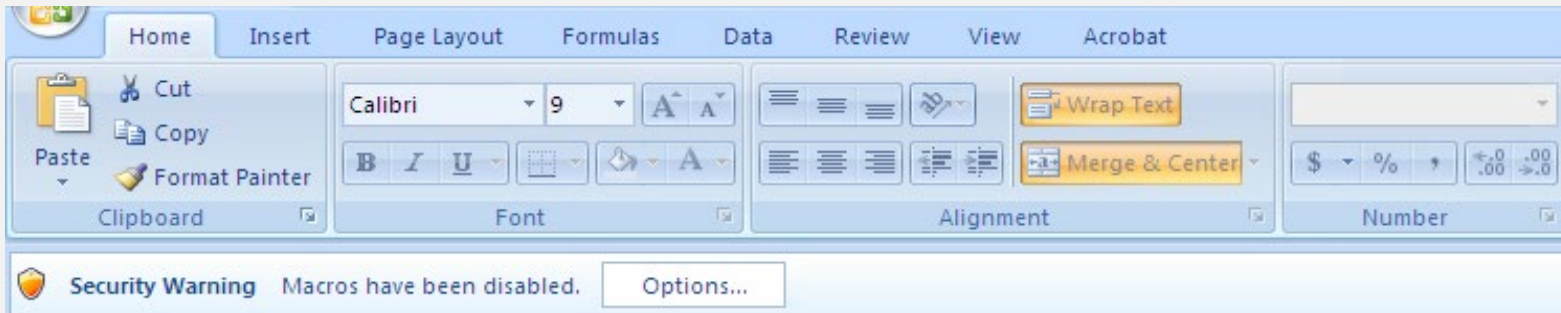
Expires 11/30/2020

For a 508 compliant, accessible version of the Budget Detail Worksheet, use the following link:

<https://ojp.gov/funding/Apply/Forms/BudgetDetailWorksheet/BDW508.pdf>

## Worksheet Instructions

*Note: This document requires macros be enabled to work properly. Please ensure that macros are enabled before entering any data. You may be able to enable macros by choosing the "Enable this content" option from the Security Warning Ribbon above.*



*If the ribbon is not visible you may have been prompted to enable macros when you opened the document as pictured here. If you elected to disable macros,*

## Budget Sheet Instructions



*please close the document and reopen it with macros enabled.*

### Purpose:

The Budget Detail Worksheet is provided for your use in the preparation of the budget and budget narrative. All required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be left blank. Indicate any non-federal (match) amount in the appropriate category, if applicable.

### How to use this Workbook:

The workbook includes several different worksheets. The first worksheet (this one) is an instruction sheet; the next worksheet includes the budget detail worksheet and narrative for year 1. There are duplicates of this worksheet for years 2-5 that can be completed as necessary. The last worksheet is a Budget Summary. It compiles all of the relevant budget information into a single location and should be reviewed for correctness before the workbook is uploaded to the GMS application.

### Step by Step Usage:

1. Please read and print this instruction page. It can be used as a reference while completing the rest of the document.
2. For each budget category, you can see a sample by viewing the 'Budget Detail Example Sheet'.
3. The 'Definitions' tab explains terms used in the instructions for the various budget categories.
4. **Record Retention:** In accordance with the requirements set forth in 2 CFR Part 200.333, all financial records, supporting documents, statistical records, and all other records pertinent to the award shall be retained by each organization for at least three years following the closure of the audit report covering the grant period.
5. The information disclosed in this form is subject to the Freedom of Information Act under U.S.C. 55.2.

### Budget Point of Contact Information:

<b>Contact Name:</b>	<b>Last:</b> Love	<b>First:</b> Angela	<b>Middle:</b>
<b>Contact Phone:</b>	817-392-4441	<b>Contact Fax:</b>	<b>Contact Email:</b> angela.miller@fortworthtexas.gov

### Worksheet Index:

#### Tab

[Budget Detail - Year 1](#)

[Budget Detail - Year 2](#)

[Budget Detail - Year 3](#)

## Budget Sheet Instructions

<a href="#">Budget Detail - Year 4</a>	
<a href="#">Budget Detail - Year 5</a>	
<a href="#">Budget Summary</a>	
<a href="#">Example - Budget Detail Sheet</a>	
<a href="#">Definitions</a>	
<b>Budget Category Descriptions:</b>	
<i>Personnel</i>	List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. In the budget narrative, include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. All requested information must be included in the budget detail worksheet and budget narrative.
<i>Fringe Benefits</i>	Fringe benefits should be based on actual known costs or an approved negotiated rate by a Federal agency. If not based on an approved negotiated rate, list the composition of the fringe benefit package. Fringe benefits are for the personnel listed in the budget category (A) and only for the percentage of time devoted to the project. All requested information must be included in the budget detail worksheet and budget narrative.
<i>Travel</i>	Itemize travel expenses of staff personnel (e.g. staff to training, field interviews, advisory group meeting, etc.). Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate whether applicant's formal written travel policy or the Federal Travel Regulations are followed. <b>Note: Travel expenses for consultants should be included in the "Consultant Travel" data fields under the "Subawards (Subgrants)/Procurement Contracts" category.</b>
<i>Equipment</i>	List non-expendable items that are to be purchased ( <b>Note:</b> Organization's own capitalization policy for classification of equipment should be used). <u>Expendable</u> items should be included in the "Supplies" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. <b>Rented or leased equipment costs should be listed in the "Contracts" data fields under the "Subawards (Subgrants)/Procurement Contracts" category.</b> In the budget narrative, explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. All requested information must be included in the budget detail worksheet and budget narrative.
<i>Supplies</i>	List items by type (office supplies, postage, training materials, copy paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. All requested information must be included in the budget detail worksheet and budget narrative.

## Budget Sheet Instructions

<p><i>Construction</i></p>	<p>Provide a description of the construction project and an estimate of the costs. Minor repairs or renovations may be allowable and should be classified in the “Other” category. OJP does not currently fund construction programs. Consult with the program office before budgeting funds in this category. All requested information must be included in the budget detail worksheet and budget narrative.</p>
<p><i>Subawards (Subgrants), Procurement Contracts, &amp; Consultant Fees</i></p>	<p><b>Subawards (see “Subaward” definition at 2 CFR 200.92):</b> Provide a description of the Federal award activities proposed to be carried out by any subrecipient and an estimate of the cost (include the cost per subrecipient, to the extent known prior to application submission). For each subrecipient, enter the subrecipient entity name, if known. Please indicate any subaward information included under budget category G. Subawards (Subgrants)/Procurement Contracts by including the label “(subaward)” with each subaward entry.</p> <p><b>Procurement contracts (see “Contract” definition at 2 CFR 200.22):</b> Provide a description of the product or service to be procured by contract and an estimate of the cost. Indicate whether the applicant’s formal, written Procurement Policy or the Federal Acquisition Regulation is followed. Applicants are encouraged to promote free and open competition in awarding procurement contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold set in accordance with 41 U.S.C. 1908 (currently set at \$150,000).</p> <p><b>Consultant Fees:</b> For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of the DOJ grant-making component’s maximum rate for an 8-hour day (currently \$650) require additional justification and prior approval from the respective DOJ grant-making component. All requested information must be included in the budget detail worksheet and budget narrative.</p>
<p><i>Other Costs</i></p>	<p>List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent. All requested information must be included in the budget detail worksheet and budget narrative.</p>
<p><i>Indirect Costs</i></p>	<p>Indirect costs are allowed only if: a) the applicant has a current, federally approved indirect cost rate; or b) the applicant is eligible to use and elects to use the “de minimis” indirect cost rate described in 2 C.F.R. 200.414(f). (See paragraph D.1.b. in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals for a description of entities that may not elect to use the “de minimis” rate.) An applicant with a current, federally approved indirect cost rate must attach a copy of the rate approval, (a fully-executed, negotiated agreement. If the applicant does not have an approved rate, one can be requested by contacting the applicant’s cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant’s accounting system permits, costs may be allocated in the direct costs categories. (Applicant Indian tribal governments, in particular, should review Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals regarding submission and documentation of indirect cost proposals.) Narrative for any indirect costs should clearly state which direct costs the indirect cost agreement is being applied to. All requested information must be included in the budget detail worksheet and budget narrative.</p> <p>In order to use the “de minimis” indirect rate an applicant would need to attach written documentation to the application that advises DOJ of both the applicant’s eligibility (to use the “de minimis” rate) and its election. If the applicant elects the de minimis method, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. In addition, if this method is chosen then it must be used consistently for all federal awards until such time as the applicant entity chooses to negotiate a federally approved indirect cost rate.</p>

# Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N  
[\(DOJ Financial Guide, Section 3.10\)](#)

## A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate &amp; amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked <i>(# of hours, days, months, years)</i>	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
<b>Total(s)</b>						<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

## Narrative

## B. Fringe Benefits

Name <i>List each grant-supported position receiving fringe benefits.</i>	Computation <i>Show the basis for computation.</i>				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
<b>Total(s)</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Purpose Area #4

<b>Narrative</b>										
<b>C. Travel</b>										
<b>Purpose of Travel</b>	<b>Location</b>	<b>Type of Expense</b>	<b>Basis</b>	<b>Computation</b>						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				<b>Cost</b>	<b>Quantity</b>	<b># of Staff</b>	<b># of Trips</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
National CERT Conference	Indianapolis, Indiana	other	N/A	\$1,443.00	1	1	1	\$1,443		\$1,443
National CERT Conference Hyatt Hotel	Indianapolis, Indiana	Lodging	Night	\$133.00	4	7	1	\$3,724		\$3,724
National CERT Conference flights - American Airlines	Indianapolis, Indiana	Transportation	Round-trip	\$509.00	1	7	1	\$3,563		\$3,563
National CERT Conference Registration Fees	Indianapolis, Indiana	Other	N/A	\$550.00	1	7	1	\$3,850		\$3,850
GSA 2025 Per Diem M/IE rate (80 - F/L 60)	Indianapolis, Indiana	Meals	Day	\$360.00	1	7	1	\$2,520		\$2,520

Purpose Area #4

Uber	Indianapolis, Indiana	Transportation	Round-trip	\$30.00	5	1	1	\$150		\$150
Airport Parking	DFW Airport	Transportation	Round-trip	\$14.00	5	1	1	\$70		\$70
<b>Total(s)</b>								<b>\$15,320</b>	<b>\$0</b>	<b>\$15,320</b>

**Narrative**

FWPD will utilize the federal U.S. GSA per diem rates. The U.S. GSA lodging rate \$133 is lower than the hotel lodging rate \$189. FWPD will seek the lodging balance from another funding source. The National CERT Conference is a yearly event that brings CERT members from all over the United States to learn best practices and provide continuing education. Fort Worth CERT brings its leadership members, who are also instructors, to take courses at the multi-day conference. Courses include traffic and crowd management, spontaneous volunteerism, disaster response, CERT master instructor, tools for leadership success, advanced program manager, and many more break out sessions. The next conference will be held at the downtown convention center in Indianapolis, Indiana. In an effort to meet the allocation total of \$519,546, \$1443 in "other" travel expense is the remaining available travel funds. CERT may request to use these funds for unforeseen travel expenses.

**D. Equipment**

Item	Computation				
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
			\$0		\$0
<b>Total(s)</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Narrative**

Purpose Area #4

<b>E. Supplies</b>					
<b>Supply Items</b>	<b>Computation</b>				
<i>Provide a list of the types of items to be purchased with grant funds.</i>	<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
	<b># of Items</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
CERT- Stihl MS 291 chainsaws	3	\$666.67	\$2,000		\$2,000
CERT- logo 6ft table cover	2	\$189.00	\$378		\$378
CERT- ID badge printer ribbon	5	\$120.00	\$600		\$600
CERT- Standing desk	1	\$200.00	\$200		\$200
CERT- Philips Heart Start AED	1	\$1,479.00	\$1,479		\$1,479
CERT- Utility cart large 2 shelf	1	\$580.00	\$580		\$580
CERT- Storage containers for gear 4 pack	2	\$141.00	\$282		\$282
CERT- Motorola Multi-unit charger kit for APX Next radio	2	\$1,000.00	\$2,000		\$2,000
CERT- Portable coolers	3	\$250.00	\$750		\$750
CERT- Hand truck	4	\$230.00	\$920		\$920

Purpose Area #4

CERT- Safety glasses	100	\$5.00	\$500		\$500
CERT- standard emergency uniforms	20	\$260.00	\$5,200		\$5,200
CERT- emergency medical deployment supplies member kit	50	\$135.00	\$6,750		\$6,750
CERT standard emergency uniform jackets	50	\$130.00	\$6,500		\$6,500
CERT- Sam splint	50	\$17.99	\$900		\$900
CERT- Triage kit	1	\$484.00	\$484		\$484
CERT- 10x10 Quick shelter tent	2	\$703.13	\$1,407		\$1,407
CERT- Ham radio for mobile emergency communications	1	\$1,200.00	\$1,200		\$1,200
CERT- Wound packing training kit for STB courses	1	\$748.00	\$748		\$748
CERT- Stop the Bleed kits	50	\$52.95	\$2,648		\$2,648
FWPD Narcotics soft body armor protection	35	\$2,614.28	\$91,500		\$91,500
FWPD SWAT aiming lasers	21	\$3,571.42	\$75,000		\$75,000
<b>Total(s)</b>			<b>\$202,026</b>	<b>\$0</b>	<b>\$202,026</b>
<b>Narrative</b>					
<p>The FWPD Community Emergency Response Team (CERT) is requesting funds for 1 year of operational purposes including training, National CERT Conference fees, medical supplies in deployments, emergency-labeled standard uniform supplies for identification purposes, and supplies for tonado debris removal; the CERT Program does not have a funded budget; there is no supplanting concern; the Narcotics Team is requesting funds to purchase standard soft vests for ballistic protection that are lightweight and uses velcro for a quieter removal when needed; the SWAT Unit is requesting to purchase next generation mounted aiming lasers that are lightweight, compact, and durable which will help to give the Offices an advantage over suspects at night in low-lighted environments. The listed CERT supplies will help support the operations of the CERT Program and providing disaster supplies to the members. The CERT Program is consistantly growing leading to more citizens taking the Basic CERT course which is a standardized course from FEMA recognized throughout the United States. After taking the course, the graduates are provided disaster supplies along with basic medical supplies which could be used in a disaster response. After taking the course, the members are allowed to deploy with the Fort Worth CERT Team to any call out or community event. Community outreach is an important goal for CERT. Fort Worth CERT focuses on teaching the public disaster preparedness to show them how to care for themselves and their neighbors during any large scale disaster or incident. Other trainings such as stop the bleed and weather awareness are taught throughout the year as well as having a table set up at various community events. Along with community outreach, CERT assists the Police Department at multiple large events in the city during the year. At these deployments, they are credentialed and work with our Special Events &amp; Emergency Response (SEER) Unit as well as our Homeland Security Unit to act as a force mutliplier. ALL PROJECTS WILL BE ONGOING THROUGHOUT THE LIFE OF THE GRANT.</p>					

Purpose Area #4

<b>F. Construction</b>						
<b>Purpose</b> <i>Provide the purpose of the construction</i>	<b>Description of Work</b> <i>Describe the construction project(s)</i>	<b>Computation</b> <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		<b># of Items</b>	<b>Cost</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
				\$0		\$0
<b>Total(s)</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Narrative</b>						
<b>G. Subawards (Subgrants)</b>						
<b>Description</b> <i>Provide a description of the activities to be carried out by subrecipients.</i>	<b>Purpose</b> <i>Describe the purpose of the subaward (subgrant)</i>	<b>Consultant?</b> <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>				
			<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>	
City of Arlington Police Department to purchase red dot sights (mRDs)	to improve targeted shooting	No	\$116,945		\$116,945	
Tarrant County-MHMR to provide police call back services to persons with mental illness	to determine if further resources or assistance is needed other than jail	No	\$137,402	\$0	\$137,402	
<b>Total(s)</b>			<b>\$254,347</b>	<b>\$0</b>	<b>\$254,347</b>	
<b>Consultant Travel (if necessary)</b>						

Purpose Area #4

<b>Purpose of Travel</b> <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<b>Location</b> <i>Indicate the travel destination.</i>	<b>Type of Expense</b> <i>Hotel, airfare, per diem</i>	<b>Computation</b> <i>Compute the cost of each type of expense X the number of people traveling.</i>						
			<b>Cost</b>	<b>Duration or Distance</b>	<b># of Staff</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>	
						\$0		\$0	
<b>Total</b>							\$0	\$0	\$0
<b>Narrative</b>									
<p>The Tarrant County- Mental Health Law Liaison Program requests funds to provide contractual mental health services upon police calls with persons of mental illness to deter jail and to provide training to officers on how to interact with mentally ill persons. The services will 1) provide technical assistance by answering Officer calls 24 hours a day 7 days a week, 2) provide active and assertive follow-ups to include consultation with Officers on the phone or in the field, and 3) provide up to 24 mental health trainings and in-services to Officers. The City of Arlington is requesting funds to purchase glock MOS7 pistols with miniature red dot sights that have a wider field of vision to aid in enhancing peripheral vision and targeted shooting. THE PROJECTS WILL BE ONGOING THROUGHOUT THE LIFE OF THE GRANT.</p>									
<b>H. Procurement Contracts</b>									
<b>Description</b> <i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<b>Purpose</b> <i>Describe the purpose of the contract</i>		<b>Consultant?</b> <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>						
				<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>			
						\$0			
<b>Total(s)</b>							\$0	\$0	\$0

Purpose Area #4

<b>Consultant Travel (if necessary)</b>								
<b>Purpose of Travel</b> <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<b>Location</b> <i>Indicate the travel destination.</i>	<b>Type of Expense</b> <i>Hotel, airfare, per diem</i>	<b>Computation</b> <i>Compute the cost of each type of expense X the number of people traveling.</i>					
			<b>Cost</b>	<b>Duration or Distance</b>	<b># of Staff</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
						\$0		\$0
<b>Total</b>						\$0	\$0	\$0
<b>Narrative</b>								
<b>I. Other Costs</b>								
<b>Description</b> <i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>	<b>Computation</b> <i>Show the basis for computation</i>							
	<b>Quantity</b>	<b>Basis</b>	<b>Cost</b>	<b>Length of Time</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>	
					\$0		\$0	
<b>Total(s)</b>						\$0	\$0	\$0
<b>Narrative</b>								

<b>J. Indirect Costs</b>						
<b>Description</b> <i>Describe what the approved rate is and how it is applied.</i>		<b>Computation</b> <i>Compute the indirect costs for those portions of the program which allow such costs.</i>				
		<i>Base</i>	<i>Indirect Cost Rate</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
				\$0		\$0
<b>Total(s)</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Narrative</b>						

## Budget Detail - Year 2

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N  
[\(DOJ Financial Guide, Section 3.10\)](#)

### A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate &amp; amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked <i>(# of hours, days, months, years)</i>	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
<b>Total(s)</b>						<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

### Narrative

### B. Fringe Benefits

Name <i>List each grant-supported position receiving fringe benefits.</i>	Computation <i>Show the basis for computation.</i>				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
<b>Total(s)</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Purpose Area #4

<b>Narrative</b>										
<b>C. Travel</b>										
<b>Purpose of Travel</b>	<b>Location</b>	<b>Type of Expense</b>	<b>Basis</b>	<b>Computation</b>						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				<b>Cost</b>	<b>Quantity</b>	<b># of Staff</b>	<b># of Trips</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
National CERT Conference	TBD	Other	N/A	\$1,442.00	1	1	1	\$1,442		\$1,442
National CERT Conference Hotel	TBD	Lodging	Night	\$300.00	6	5	1	\$9,000		\$9,000
National CERT Conference Registration	TBD	Other	N/A	\$550.00	1	5	1	\$2,750		\$2,750
National CERT Conference Airfare	TBD	Transportation	Round-trip	\$650.00	1	5	1	\$3,250		\$3,250
Airport Parking	DFW Airport	Transportation	Round-trip	\$14.00	5	1	1	\$70		\$70

Purpose Area #4

Uber	TBD	Transportation	Round-trip	\$30.00	5	1	1	\$150	\$0	\$150
GSA Per Diem	TBD	Meals	Day	\$360.00	1	1	1	\$360	\$0	\$360
<b>Total(s)</b>								<b>\$17,022</b>	<b>\$0</b>	<b>\$17,022</b>

**Narrative**

FWPD will utilize the federal U.S. GSA per diem rates when conferece location is determined. The amounts above are estimates only and will be adjusted to the federal U.S. GSA per diems. The National CERT Conference is a yearly event that brings CERT members from all over the United States to learn best practices and provide continuing education. Fort Worth CERT brings its leadership members, who are also instructors, to take courses at the multi-day conference. Courses include traffic and crowd management, spontaneous volunteerism, disaster response, CERT master instructor, tools for leadership success, advanced program manager, and many more break out sessions. This conference location is TBD at this time and is scheduled to be announced in July 2025. In an effort to meet the allocation total of \$519,546, \$1442 "other" travel expenses is the remaining available travel funds. CERT may request to use these funds for unforeseen travel expenses.

**D. Equipment**

Item	Computation				
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
<b>Total(s)</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Narrative**

Purpose Area #4

<b>E. Supplies</b>					
<b>Supply Items</b>	<b>Computation</b>				
<i>Provide a list of the types of items to be purchased with grant funds.</i>	<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
	<b># of Items</b>	<b>Unit Cost</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
CERT- Portable medic kit	1	\$1,503.00	\$1,503		\$1,503
CERT- Trailer wrap with CERT logo	1	\$3,000.00	\$3,000		\$3,000
CERT- standard emergency uniforms	15	\$260.00	\$3,900		\$3,900
CERT- 6'x12' enclosed cargo trailer	1	\$7,600.00	\$7,600		\$7,600
CERT- Predator 5000 watt dual fuel inverter generator	2	\$1,100.00	\$2,200		\$2,200
CERT- standard emergency uniform Jackets	50	\$130.00	\$6,500		\$6,500
CERT- Portable medic kit	1	\$1,500.00	\$1,500		\$1,500
CERT- emergency medical deployment member supplies kit	30	\$135.00	\$4,050		\$4,050
CERT- 30 amp cable	2	\$200.00	\$400		\$400
CERT- Folding tables	4	\$44.50	\$178		\$178
<b>Total(s)</b>			<b>\$30,831</b>	<b>\$0</b>	<b>\$30,831</b>

Purpose Area #4

**Narrative**

The FWPD CERT Program has no budget for its basic, standard operational needs. Supplanting is not an issue. The CERT program is in need of a new trailer to transport equipment and supplies during call outs and city events. A trailer would help to increase the response time during an emergency call out. The generator would be used to keep the equipment running in the trailer such as an A/C unit, computers, radio chargers, etc. during power outages and bad weather. The emergency jackets are standard uniform and provides program recognition to those being served in an emergency. FWPD has no budget for the standard uniform jackets therefore supplanting is not an issue. The current medical kit has passed its shelf life and needs replacement. The trailer wrap would be used to highlight the program as we travel and move equipment to deployments or events. It will serve a dual purpose as to identify it as a Police Department program and could also support recruitment to the Community Emergency Response Team. The CERT Program is consistently growing leading to more citizens taking the Basic CERT course which is a standardized course from FEMA recognized throughout the United States. After taking the course, the graduates are provided disaster supplies along with basic medical supplies which could be used in a disaster response. After taking the course, the members are allowed to deploy with the Fort Worth CERT Team to any call out or community event. Community outreach is an important goal for CERT. Fort Worth CERT focuses on teaching the public disaster preparedness to show them how to care for themselves and their neighbors during any large scale disaster or incident. Other trainings such as stop the bleed and weather awareness are taught throughout the year as well as having a table set up at various community events. Along with community outreach, CERT assists the Police Department at multiple large events in the city during the year. At these deployments, they are credentialed and work with our Special Events & Emergency Response (SEER) Unit as well as our Homeland Security Unit to act as a force multiplier. ALL PROJECTS WILL BE ONGOING THROUGHOUT THE LIFE OF THE GRANT.

**F. Construction**

Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
				<b>Total(s)</b>	<b>\$0</b>	<b>\$0</b>

**Narrative**

**G. Subawards (Subgrants)**

Description	Purpose	Consultant?
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Purpose Area #4

<i>Provide a description of the activities to be carried out by subrecipients.</i>		<i>Describe the purpose of the subaward (subgrant)</i>		<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
							<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
									\$0
<b>Total(s)</b>							<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Consultant Travel (if necessary)</b>									
<b>Purpose of Travel</b>	<b>Location</b>	<b>Type of Expense</b>		<b>Computation</b>					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>		<i>Compute the cost of each type of expense X the number of people traveling.</i>					
				<b>Cost</b>	<b>Duration or Distance</b>	<b># of Staff</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
							\$0		\$0
<b>Total</b>							<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Narrative</b>									
<b>H. Procurement Contracts</b>									
<b>Description</b>	<b>Purpose</b>			<b>Consultant?</b>					

Purpose Area #4

<p><i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i></p>		<p><i>Describe the purpose of the contract</i></p>		<p><i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i></p>							
							<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>		
									\$0		
<b>Total(s)</b>							<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		
<b>Consultant Travel (if necessary)</b>											
<b>Purpose of Travel</b>		<b>Location</b>		<b>Type of Expense</b>		<b>Computation</b>					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>		<i>Indicate the travel destination.</i>		<i>Hotel, airfare, per diem</i>		<i>Compute the cost of each type of expense X the number of people traveling.</i>					
						<b>Cost</b>	<b>Duration or Distance</b>	<b># of Staff</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
									\$0		\$0
<b>Total</b>							<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		
<b>Narrative</b>											
<b>I. Other Costs</b>											
<b>Description</b>					<b>Computation</b>						

Purpose Area #4

<i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>	<i>Show the basis for computation</i>						
	<b>Quantity</b>	<b>Basis</b>	<b>Cost</b>	<b>Length of Time</b>	<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>
					\$0		\$0
<b>Total(s)</b>					<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Narrative</b>							
<b>J. Indirect Costs</b>							
<b>Description</b> <i>Describe what the approved rate is and how it is applied.</i>	<b>Computation</b> <i>Compute the indirect costs for those portions of the program which allow such costs.</i>						
	<b>Base</b>	<b>Indirect Cost Rate</b>		<b>Total Cost</b>	<b>Non-Federal Contribution</b>	<b>Federal Request</b>	
				\$0		\$0	
<b>Total(s)</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Narrative</b>							



Budget Summary

<b>Budget Summary</b>											
<i>Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.</i>											
	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$15,320	\$0	\$17,022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$32,342
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$202,026	\$0	\$30,831	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$232,857
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$254,347	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$254,347
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	\$471,693	\$0	\$47,853	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$519,546
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Project Costs</b>	\$471,693	\$0	\$47,853	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$519,546
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										No	

# **Exhibit B**

# **Award Document**



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

<b>Name and Address of Recipient:</b>	CITY OF FORT WORTH 200 TEXAS ST
<b>City, State and Zip:</b>	FORT WORTH, TX 76102
<b>Recipient UEI:</b>	ENS6MKS1ZL18
<b>Project Title:</b> FWPD FY24 JAG Program	<b>Award Number:</b> 15PBJA-24-GG-05349-JAGX
<b>Solicitation Title:</b> BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
<b>Federal Award Amount:</b> \$519,546.00	<b>Federal Award Date:</b> 12/5/24
<b>Awarding Agency:</b>	Office of Justice Programs Bureau of Justice Assistance
<b>Funding Instrument Type:</b>	Grant
<b>Opportunity Category:</b> <input type="radio"/>	
<b>Assistance Listing:</b> 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
<b>Project Period Start Date:</b> 10/1/23	<b>Project Period End Date:</b> 9/30/27
<b>Budget Period Start Date:</b> 10/1/23	<b>Budget Period End Date:</b> 9/30/27
<b>Project Description:</b> The city of Fort Worth will use JAG funds for equipment, supplies, and training to enhance the protection of sworn Officers and civilian volunteers who perform law enforcement duties in community policing programs. The county of Tarrant will use JAG funds for contractual mental health services to answer police calls from the mentally ill to deter them from jail and direct them to appropriate services. The city of Arlington will use JAG funds for a strategic 5-year plan to purchase police equipment and supplies for shooting improvement.	

## Award Letter

December 5, 2024

Dear Fernando Costa,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF FORT WORTH for an award under the funding opportunity entitled 2024 BJA FY 24 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$519,546.

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

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

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

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

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

Congratulations, and we look forward to working with you.

Brent J. Cohen

Acting Assistant Attorney General

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

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

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

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

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

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

## Memorandum Regarding NEPA

### NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

### NEPA Letter

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

The specified activities requiring environmental analysis are:

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

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

### NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	no value	Terry

---

## Award Information

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

## Recipient Information

**Recipient Name**  
CITY OF FORT WORTH

**UEI**  
ENS6MKS1ZL18

**Street 1**  
200 TEXAS ST

**Street 2**

**City**  
FORT WORTH

**State/U.S. Territory**  
Texas

**Zip/Postal Code**  
76102

**Country**  
United States

**County/Parish**  
no value

**Province**  
no value

**Award Details**

**Federal Award Date**  
12/5/24

**Award Type**  
Initial

**Award Number**  
15PBJA-24-GG-05349-JAGX

**Supplement Number**  
00

**Federal Award Amount**  
\$519,546.00

**Funding Instrument Type**  
Grant

<b>Assistance Listing Number</b>	<b>Assistance Listings Program Title</b>
16.738	Edward Byrne Memorial Justice Assistance Grant Program

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

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

**Project Information**

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

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

**Awarding Agency**  
OJP

**Program Office**  
BJA

**Application Number**  
GRANT14254000

**Grant Manager**

Fadumo Tahlil

**Phone Number**

202-598-9805

**E-mail Address**

Fadumo.Tahlil@usdoj.gov

**Project Title**

FWPD FY24 JAG Program

**Performance Period Start****Date**

10/01/2023

**Performance Period End Date**

09/30/2027

**Budget Period Start Date**

10/01/2023

**Budget Period End Date**

09/30/2027

**Project Description**

The city of Fort Worth will use JAG funds for equipment, supplies, and training to enhance the protection of sworn Officers and civilian volunteers who perform law enforcement duties in community policing programs. The county of Tarrant will use JAG funds for contractual mental health services to answer police calls from the mentally ill to deter them from jail and direct them to appropriate services. The city of Arlington will use JAG funds for a strategic 5-year plan to purchase police equipment and supplies for shooting improvement.

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

**Financial Information**

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

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

**Award Conditions**

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

**Condition 1**

Meaningful access requirement for individuals with limited English proficiency

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

**Condition 2**

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

### **Condition 3**

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

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

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

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

### **Condition 4**

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

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

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

withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

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

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

#### **Condition 5**

Effect of failure to address audit issues

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

#### **Condition 6**

Applicability of Part 200 Uniform Requirements

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

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

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

#### **Condition 7**

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

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

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

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

**Condition 8**

Requirements related to "de minimis" indirect cost rate

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

**Condition 9**

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

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

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

**Condition 10**

Requirement for data on performance and effectiveness under the award

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

**Condition 11**

Compliance with DOJ Grants Financial Guide

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

**Condition 12**

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

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

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

**Condition 13**

Determination of suitability to interact with participating minors

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

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

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

#### **Condition 14**

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

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

#### **Condition 15**

Employment eligibility verification for hiring under the award

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

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

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

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

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

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

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

2. Monitoring

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

3. Allowable costs

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

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes

(without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

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

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

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

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

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

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

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

#### **Condition 16**

Encouragement of policies to ban text messaging while driving

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

#### **Condition 17**

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

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

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

#### **Condition 18**

Restrictions and certifications regarding non-disclosure agreements and related matters

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

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

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

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

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

a. it represents that--

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

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

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

#### **Condition 19**

##### **OJP Training Guiding Principles**

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

#### **Condition 20**

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

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

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

**Condition 21**

Requirement to report potentially duplicative funding

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

**Condition 22**

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

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

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

**Condition 23**

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

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

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

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

**Condition 24**

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

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

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the

OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

#### **Condition 25**

Potential imposition of additional requirements

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

#### **Condition 26**

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

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

#### **Condition 27**

Requirements related to System for Award Management and Universal Identifier Requirements

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

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

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

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

#### **Condition 28**

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

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

#### **Condition 29**

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal,

modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

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

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

### **Condition 30**

All subawards ("subgrants") must have specific federal authorization

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

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

### **Condition 31**

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

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

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

### **Condition 32**

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

### **Condition 33**

Verification and updating of recipient contact information

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

### **Condition 34**

FFATA reporting: Subawards and executive compensation

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

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

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### **Condition 35**

Body-worn cameras, policies and procedures

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

### **Condition 36**

Body armor - compliance with NIJ standards and other requirements

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

### **Condition 37**

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

### **Condition 38**

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

### **Condition 39**

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

Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

#### **Condition 40**

Confidentiality of data

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

#### **Condition 41**

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

#### **Condition 42**

Protection of human research subjects

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

#### **Condition 43**

Justification of consultant rate

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

#### **Condition 44**

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

#### **Condition 45**

Compliance with 28 C.F.R. Part 23

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

#### **Condition 46**

Justice Information Sharing

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

**Condition 47**

Required monitoring of subawards

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

**Condition 48**

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

**Condition 49**

Avoidance of duplication of networks

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

**Condition 50**

Law enforcement task forces - required training

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

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

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

**Condition 51**

Compliance with National Environmental Policy Act and related statutes

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

The recipient understands that this condition applies to new activities as set out below, whether or not they are being

specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

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

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

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

#### **Condition 52**

##### Establishment of trust fund

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

#### **Condition 53**

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

#### **Condition 54**

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

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

escalation of conflict, and constructive engagement with the public.

#### **Condition 55**

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

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

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

#### **Condition 56**

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

#### **Condition 57**

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

#### **Condition 58**

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

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

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

#### **Condition 59**

Prohibition on use of award funds for match under BVP program

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

**Condition 60**

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

**Condition 61**

Expenditures prohibited without waiver

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

**Condition 62**

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

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

**Condition 63**

Use of program income

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

**Condition 64**

Initial period of performance; requests for extension.

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

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

**Condition 65**

## Withholding of funds for Memorandum of Understanding

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

### **Condition 66**

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.

### **Condition 67**

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

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

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## **Award Acceptance**

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

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

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§

10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

**Agency Approval**

<b>Title of Approving Official</b>	<b>Name of Approving Official</b>	<b>Signed Date And Time</b>
Acting Assistant Attorney General	Brent J. Cohen	12/2/24 3:22 PM

**Authorized Representative**

[X]

**Entity Acceptance**

**Title of Authorized Entity Official**  
Assistant City Manager


**Name of Authorized Entity Official**  
William Johnson

**Signed Date And Time**  
1/2/2025 6:12 PM



**ACCEPTED AND AGREED:**

**CITY OF FORT WORTH:**

By:   
William Johnson (Jan 3, 2025 12:51 CST)


William Johnson  
Assistant City Manager

**APPROVAL RECOMMENDED:**

By:   
Robert A. Alldredge, Jr. (Jan 3, 2025 12:48 CST)

Robert A. Alldredge, Jr.  
Executive Assistant Chief of Police

**APPROVED AS TO FORM AND LEGALITY:**


By:   
\_\_\_\_\_

Jerris Mapes  
Assistant City Attorney

Contract Authorization:

M&C: 24-0506  
Date Approved: 6/11/2024

**ATTEST:**

By:   
\_\_\_\_\_

Jannette Goodall  
City Secretary

**Contract Compliance Manager:**

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

  
Angela Love  
Grants Specialist