

TABLE OF CONTENTS

Request For Applications

Law Enforcement Programs

Disrupting the Manufacture, Distribution, and Use of Illicit Drugs

I. Grant Application Overview.....	3
A. Introduction	3
B. Purpose	4
C. Definitions.....	4
D. Funding and Compensation	5
E. Eligible Applicants	5
F. Minimum Application Requirements	6
G. Solicitation and Submission Process.....	6
1. Solicitation Schedule	6
2. Single Point of Contact	6
3. Submission of Applications	7
II. Grant Application Contents	7
A. Application Format and General Instructions.....	7
B. Application Cover Sheet	8
C. Program Narrative Instructions	8
1. Problem/Need Statement	9
2. Description of Activities.....	9
a. Specialized Training	9
b. Specialized Equipment.....	9
c. Confidential Funds	9
d. Overtime	9
e. Administrative Costs	9
3. Evidence of Collaboration	10
4. Evidence of Sustainability	10
D. Goals, Outputs, Performance Measures Instructions.....	10
Goal 1.....	10
Goal 2.....	11
Goal 3.....	12
Goal 4.....	12
Goal 5.....	13
Goal 6.....	13
E. Budget Instructions.....	14
1. Statement of Financial Viability	14
2. Budget and Match Summary	15
a. Budget	15
b. Match	15
3. Budget and Match Detail and Narrative	16

TABLE OF CONTENTS

Request For Applications

Law Enforcement Programs

Disrupting the Manufacture, Distribution, and Use of Illicit Drugs

III. Application Evaluation	20
A. Evaluation Overview.....	20
1. Evaluation of Minimum Requirements.....	20
2. Evaluation of Applications	20
3. Ranking of Applications	21
4. Recommendation	21
5. Selection.....	21
B. Evaluation of Application	21
C. Award Notification.....	22
1. Notification	22
2. Negotiation.....	22
3. Certifications.....	22
IV. Attachment and Appendices	22
Application Cover Sheet.....	Attachment A
Confidential Funds Certification.....	Attachment B
Subaward/Subcontractor Information and Budget Summary	Attachment C
Supplemental Budget.....	Attachment D
Grant Award Agreement.....	Appendix A
Certification of EEO Compliance.....	Appendix B
Audit Certification	Appendix C

Edward Byrne Memorial Justice Assistance Grant Program Request for Applications

Law Enforcement Programs *Disrupting the Manufacture, Distribution, and Use of Illicit Drugs*

SECTION I – Grant Application Overview include

A. INTRODUCTION

Oregon State Police (OSP) and Criminal Justice Commission (CJC) are issuing a cooperative solicitation through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program to assist units of local government perform law enforcement duties related to disrupting the manufacture, distribution, and trafficking of illicit drugs, particularly addressing the problem of methamphetamine.

On June 27, 2008, Governor Theodore R. Kulongoski directed the Oregon State Police and the Oregon Criminal Justice Commission to transfer the program management of the federal Edward Byrne Memorial Justice Assistance Grant (JAG) from OSP to CJC effective immediately. The Governor determined that shifting the oversight of JAG, the primary federal program to fight crime and to improve the criminal justice system, to CJC, the office for statewide criminal policy and research, represents a better fit. This reorganization will allow the state to be more strategic and efficient in pursuing and administering the increasingly limited federal grant support received for criminal justice purposes.

While CJC will manage the JAG program, OSP will remain the federal grant recipient until that role is changed in the next legislative session. OSP will execute grant awards and continue to provide administrative support during the transition period. The Commissioners of the CJC will serve as the advisory board for JAG.

B. PURPOSE

The JAG Program (42 U.S.C. 3751) is the primary provider of Federal criminal justice funding to States and local jurisdictions. The purpose of the JAG Program is to assist units of local government to prevent and control crime and to improve the criminal justice system. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. The State Administering Agency (SAA) designated by the Governor to administer the JAG Program in Oregon applies for the JAG Program on behalf of Oregon, prepares the *JAG Strategy for Oregon*, and collaborates with the Governor's Office in determining funding priority areas and authorizing distributions.

The JAG Program allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. There are six purpose areas authorized for funding: law enforcement programs, prosecution and court programs, prevention and education programs, corrections and community corrections programs, drug treatment and enforcement programs, planning, evaluation, and technology improvement programs, and crime victim and witness programs (other than compensation).

This solicitation will focus on one of the JAG purpose areas, *Law Enforcement Programs*, and one of the *JAG Strategy for Oregon* priority areas, "Law Enforcement Aimed at Disrupting the Manufacture, Distribution, and Use of Illicit Drugs". This Oregon priority area seeks to disrupt the manufacture, distribution, and use of illicit drugs through the following efforts (in order of priority):

- 1) Identifying, targeting, and removing controlled substances wherever illegally manufactured or grown;
- 2) Arresting, prosecuting, and convicting traffickers;
- 3) Protecting children from the safety and health risks associated with contact with traffickers both at home and at school; and
- 4) Educating law enforcement, community groups, businesses, landlords / property managers, schools, and youth groups about the availability and risks of illegally manufactured or grown controlled substances in their communities.

To this end, this solicitation focuses on supporting local law enforcement agencies and drug task forces that involve both law enforcement agencies and prosecutors to enhance interagency coordination, intelligence sharing, investigation, and interdiction.

The specific priorities for this solicitation are to:

- *Enhance* efforts to reduce the manufacturing and distribution of, and trafficking in illicit drugs, particularly methamphetamine, cocaine, heroin, and diverted pharmaceuticals.
- *Target* efforts to investigate and dismantle Drug Trafficking Organizations (DTO) defined as an organization that consists of five or more persons, has a clearly defined hierarchy, and operates primarily to generate income or acquire assets through a continuing series of illegal drug trafficking activities. Drug trafficking activities refer to manufacturing, transportation, or distribution.
- *Target* efforts to investigate and disrupt mid-level drug traffickers. Drug trafficking activities refer to manufacturing, transportation, or distribution.
- *Focus* efforts in rural counties, cities, or towns defined as follows: a) counties with cities or towns of population sizes smaller than 50,000 are classified as rural; and b) cities or towns with population sizes smaller than 30,000 and *not* within a 10 mile radius of a population center of 30,000 or greater are classified as rural.

C. DEFINITIONS

1. “Addendum” or “Addenda” means an addition or deletion to, a material change in, or clarification of, the RFA. Addendum or Addenda shall be labeled as such and shall be made available to all interested Applicants.
2. “Administering Contracting Agency” means a contracting agency that solicits and establishes the award for goods or services in a cooperative solicitation.
3. “Agency” for the purposes of this RFA shall refer to the Oregon State Police, the Administering Contracting Agency.
4. “Applicant” means the person or organization that submits an Application in response to the RFA.
5. “Closing Date” means the date and time set in the RFA for the RFA submission, after which RFAs may not be submitted, modified, or withdrawn by Applicants.
6. “CJC” means the State of Oregon acting by and through its Criminal Justice Commission.
7. “Cooperative Solicitation” means a solicitation conducted by or on behalf of one or more contracting agencies.
8. “OSP” means the State of Oregon acting by and through its Department of Oregon State Police.
9. “SPC” means Single Point of Contact for this RFA.
10. “State” means the State of Oregon and its boards, commissions, departments, institutions, branches, and agencies.

D. FUNDING AND COMPENSATION

The anticipated funding level at the time of the solicitation is approximately \$2,500,000 *over a two-year period* beginning October 1, 2008 and ending September 30, 2010. To foster positive change in how Oregon's JAG funds are spent and to include programs that have previously not had access to these funds, awards will be made through a competitive Request for Application (RFA) process. Selection of competitive Applicants is based on the merit of the program as revealed in the response to the RFA.

Applicants selected for funding receive awards for a two-year period, however, they must requalify for funding each year. Qualification for continued funding will be based on current program performance, current expenditure levels, timely and accurate submission of program and fiscal reports, compliance with award terms and conditions, and the continued availability of JAG Program funds in Oregon. After two years of funding, and if additional grant funds are available, previous Grantees have the option to reapply, but they must then compete on equal standing with the total pool of Applicants.

Applicants must be able to document the availability of a 10% non-Federal cash or in-kind match. Applicants should not include match exceeding the 10% requirement in the Budget and Match Summary. The method for calculating the match requirement is described in Section II.E., Budget Instructions.

Since an important objective of the JAG Program in Oregon is to initiate potentially sustainable programs, preference may be given to Applicants that can provide an assurance of continuation funding for the program after JAG Program funding expires.

Funding activities, described in further detail in Section II. C., Program Narrative Instructions, will be limited to specialized training for narcotics law enforcement personnel, purchase of specialized surveillance equipment, investigative confidential funds, overtime costs, and administrative costs.

The anticipated level of funding is estimated to be in the range of \$25,000 to \$100,000 per year in grant funds for a maximum of two years. Applicants are encouraged to prepare funding requests based on the specific funding priorities and funding activities described above and the Problem / Need Statement described in the Program Narrative. The actual services performed under resulting Agreements and the actual funding level is subject to negotiation. The Agreement payment method will be cost reimbursement up to a maximum Not-To-Exceed (NTE) amount.

E. ELIGIBLE APPLICANTS

Applicants eligible under this solicitation include units of local government and units of tribal government. A local unit of government is described as a city, county, town, township, or other general purpose political subdivision of a state and includes Indian tribes which perform law enforcement functions. A city or county must be a legal applicant and recipient on behalf of city and county departments (such as police departments, sheriffs' offices, and district attorneys' offices).

In order to receive funding under this solicitation, city or county departments or tribal law enforcement units must demonstrate an affiliation with an interagency narcotics team, drug task force, or similar multi-agency collaboration to address community-wide drug enforcement issues.

Units of government that have previously not received funding under the Byrne Formula Grant Program or the JAG Program are particularly encouraged to apply. This solicitation provides priority for funding units of local government that represent rural jurisdictions in Oregon recognizing that drug use, and the resulting crime, is no longer just a big city problem and that resources for combating drug-related crimes in rural communities are limited. Entities representing jurisdictions that receive a direct JAG Program award from DOJ / BJA remain eligible applicants under the portion of the JAG Program administered by the State.

F. MINIMUM APPLICATION REQUIREMENTS

Applicants must meet the minimum requirements listed below. Applicants must be able to comply with OSP Agreement requirements and all other federal, state, and local laws and regulations governing services purchased through this solicitation. A sample copy of an OSP Agreement boilerplate is included as *Appendix A* of this RFA. Failure to provide any of the required documents or meet any of the below requirements may result in rejection of the Application at the sole discretion of the Agency.

1. Application response must be postmarked or received by 5:00 PM on Friday, September 5, 2008 in the format described in Section II. A.
2. A completed and signed Application Cover Sheet placed at the beginning of the Application, included as *Attachment A*.
3. An Application which includes all the components described in Section II.A., Application Format and General Instructions.
4. A copy of a Memorandum of Understanding (MOU) as described in Section II.C.3.b., Evidence of Collaboration.
5. Applicants whose budgets include confidential funds must submit a Confidential Funds Certification, included as *Attachment B*.

G. SOLICITATION AND SUBMISSION PROCESS

The JAG Program Competitive Request for Applications is available in the following formats:

- Download PDF and Microsoft Word formats at <http://www.oregon.gov/OSP/CJS/index.shtml> under *Current Funding Opportunities*; or
- Electronic Mail

1. Solicitation Schedule:

Friday, August 8, 2008	Request for Applications (RFA) Opens
Monday, August 18, 2008	Clarification Inquiries Due no later than 5:00 PM
Friday, August 22, 2008	Responses to Clarifications Inquiries Provided
Friday, September 5, 2008	RFA Closes. Proposals Due no later than 3:00 PM LATE PROPOSALS WILL NOT BE CONSIDERED
Monday, September 15, 2008	Evaluation Process (approximate date)
Thursday, September 18, 2008	Selection (Criminal Justice Commission meeting)
Friday, September 19, 2008	Award Notification Letters Sent to Applicants (approximate date)
Monday, September 22, 2008	Award Negotiation Period Begins (approximate date)
Wednesday, October 1, 2008	Award Start Date

2. Single Point of Contact:

For all questions, whether about the technical requirements of the RFA, contractual requirements, the solicitation process, to request an electronic version of the Application and forms by e-mail, or any other aspect of the program or needed services, please contact the Single Point of Contact (SPO), Jeanette Ewald, Grants Coordinator at:

Address: Criminal Justice Commission
885 Summer Street NE
Salem, Oregon 97301
Phone: 503-378-4078
Fax: 503-378-4861
E-mail: jeanette.ewald@state.or.us

This JAG Program Competitive Request for Applications may be revised by posting one or more Addenda on the web site listed above. Applicants are encouraged to review the web site regularly until the application due date to view and download any Addenda. Requests for clarification of a provision of this RFA may be submitted by fax, e-mail, or telephone to the Single Point of Contact listed above. To be considered, requests must be received by the Clarification Inquiries Due date listed above. Requests for clarification received after the due date may or may not receive a response based on the sole discretion of the Agency. The SPC will promptly respond to each properly-submitted request for clarification. Where appropriate, revisions and clarifications of the RFA provisions will be posted via Addenda posted on the aforementioned web site. Applicants may receive informal verbal responses to questions. However, informal responses do not affect the provisions of the JAG Program Competitive Request for Applications which is only changed via formal Addenda issued by the Agency and posted on the OSP web site.

3. Submission of Applications:

Submission in response to the JAG Program RFA shall contain one electronic version of the Application, one signed original hard copy, and five copies of the Application, including all required supporting information and documentation. Applications submitted by mail must be *postmarked* on or before the RFA Close date listed above. Hand-delivered applications must be *received* no later than 3:00 PM on the RFA Close date listed above. ***The electronic version of the Application must be received by 3:00 PM on September 5, 2008 regardless of the delivery method selected.***

Electronic Address: jeanette.ewald@state.or.us
Mail / Physical Address: Criminal Justice Commission
885 Summer Street NE
Salem, Oregon 97301

Late Applications or additions to an original Application to the meet the grant program guidelines will not be accepted. Electronic submissions without accompanying hard copy submissions will not be accepted. Facsimile submissions will not be accepted.

All costs incurred in preparing and submitting an Application in response to this RFA are the responsibility of the Applicant and shall not be reimbursed by the Agency.

The successful Applicant(s) shall be asked to sign an Agreement substantially in the format that is attached as *Appendix A*. The Terms and Conditions included in the Agreement are not negotiable.

The Agency is not obligated as a result of the submission of an Application to enter into an Agreement with any Applicant, and has no financial obligation to any Applicant arising from this RFA.

SECTION II - Grant Application Contents

A. APPLICATION FORMAT AND GENERAL INSTRUCTIONS

The following instructions are for completing an Application in response to the JAG Program Request for Applications:

1. Applications must be submitted using the forms provided in this RFA. Limit responses to the maximum page limits specified for each section of the RFA. The Agency requests that the original application be printed on only one side of a page, but in the interest of conservation of paper resources, that the additional required copies be printed on both sides of a page.

2. Applications must be stapled in the left upper corner. Do not use spiral bindings, glue, place applications in notebooks or use other methods of binding the Application. If the Application is too thick to be held with a single staple, secure the Application with a metal clip which can be easily removed for storage and copying purposes.
3. Applications may include up to two pages of supplemental material to further support the Application. Narrative and supplemental material in excess of the page limitations will not be forwarded to the Evaluation Committee. Supporting materials submitted with the Application will not be returned.
4. Complete Sections II. B, C, D, and E.
5. Each proposed subaward and/or subcontractor must complete *Attachment C*, Subaward / Subcontractor Information and Budget Summary.
6. Complete Memorandum of Understanding.

B. APPLICATION COVER SHEET

Use the following instructions to complete the Application Cover Sheet included as *Attachment A*.

1. To move through the form fields click on the gray shaded areas or use the Tab Key.
2. For Grant Program check the Law Enforcement Program/Illicit Drugs in response to this RFA.
3. For Program Title choose a title that describes your proposed program.
4. For Program Contact include the name and contact information for the individual that will be the Applicant's point person with Agency staff for issues related to the implementation and reporting for the proposed program.
5. For Fiscal Contact include the name and contact information for the individual that will be responsible for reporting on the financial activities related to the proposed program.
6. For Program Budget include the total JAG funds, total match funds, and total program funds (grant + match) based on the Budget Summary in the application for year one and estimated for year two.
7. For Program Abstract include a brief summary, using only the space provided, that describes the purpose, goals, and objectives of the program, and the activities that will be implemented to achieve the program's goals and objectives.
8. The Authorized Official signing the document is the authorized representative of the Applicant and is the individual who is legally responsible for the grant. This individual agrees to receive federal funds and to meet the terms of the federal JAG Program as included in this RFA and to comply with the Terms and Conditions in the OSP Grant Award Agreement (*Appendix A*).

C. PROGRAM NARRATIVE INSTRUCTIONS

Use the following instructions to complete the Program Narrative.

Click on the gray shaded area in each section to type your narrative response. The narrative fields will automatically expand to accommodate the length of each response. Do not exceed the page limit designated for each section.

Funded activities must have a direct and lasting impact on efforts to disrupt the illegal manufacture and distribution of illicit drugs. Funding activities will be limited to:

- Specialized training for narcotics law enforcement personnel (regular and/or overtime payroll costs to attend training, registration fees, training materials, lodging and per diem costs, transportation costs);
- Specialized equipment, supplies, and surveillance costs to support investigation and undercover operations;
- Investigative confidential funds;
- Overtime costs, to a) identify, target, and remove illicit drugs wherever illegally manufactured or grown; b) identify, target, arrest, and refer for prosecution individual drug offenders and drug trafficking organizations; c) protect children from the safety and health risks caused by exposure to drug-endangering environments; and d) educate law enforcement, community groups, businesses, landlords / property managers, schools, and youth groups about the availability and risks of illegally manufactured or grown substances and the trafficking of illicit drugs or diverted pharmaceuticals in their communities; and
- Administrative costs such as accounting, program supervision and management, payroll preparation, etc. Administrative costs may not exceed 10% of the total proposed budget (federal funds + 10% match).

1. Problem/Need Statement – *Limit response to 4 pages*

The problem statement should include a brief description of the program target area (law enforcement jurisdiction or governmental boundary) and a detailed description of the nature and extent of the illicit drug problem (manufacture and/or distribution of methamphetamine, cannabis cultivation, distribution of cocaine, heroin, MDMA, diverted pharmaceuticals, drug trafficking organizations, etc.), the drug-related crime affecting the target area, and the related public safety impact. The problem statement and public safety impact should be substantiated with factual and illustrative local data. State the needs in the target area as they relate to the problem statement and justify the need for the proposed program. The need statement must make a convincing case that the proposed program will address a gap in existing resources and does not duplicate existing resources.

2. Description of Activities – *Limit responses to individual questions to 1 page each*

Write a brief and clear description of the activities proposed for funding.

a) If specialized training is one of the proposed activities, describe the specific type(s) and source(s) of training(s), indicate who will attend the training(s), and how the training will have a direct and lasting impact on the described problem:

b) If specialized equipment is one of the proposed activities, describe all proposed equipment purchases and how the equipment will be used to directly impact the described problem:

c) If a confidential fund pool is one of the proposed activities, describe the specific use for these funds and how these funds will effectively impact the described problem:

d) If overtime is one of the activities, describe the specific overtime activities to be performed, the type and number of positions to perform overtime activities, and how overtime activities will effectively impact the described problem:

e) If administrative costs are proposed, describe the specific costs included, indicate the job title(s) and FTE of any personnel, and describe the method used to determine the appropriate level of administrative costs:

3. Evidence of Collaboration – *Limit response to 3(a) to 2 pages*

a) Describe and list the nature and extent of the collaboration with other agencies to address community-wide illicit drug enforcement issues (for example, other law enforcement agencies, state or federal agencies, etc.). Describe how the proposed activities enhance ongoing narcotics enforcement activities or further the local drug control strategy:

b) Applicants are expected to implement their proposed program in a collaborative context, and use written agreements that bind agencies. Applicants must include a Memorandum of Understanding specific to this RFA that clearly states the goals of the program, lists each of the entities involved, and describes the roles and responsibilities of each. An authorized official from each participating agency must sign the Memorandum of Understanding.

4. Evidence of Sustainability – *Limit response to 1 page*

a) Describe other resources that have been identified that will support the sustainability of this program once JAG funds end:

D. GOALS, OUTPUTS, PERFORMANCE MEASURES INSTRUCTIONS

Use the following instructions to complete the Goals, Outputs, and Performance Measures table.

- Select one or more of the six (6) Goals.
- Select one or more of the Program Outputs in each Goal. *An Applicant may add additional Program Outputs specific to local needs and program design.*
- For each Program Output indicate the **annual** Goal by entering a number (second year program output goals will be completed as part of the requalification process). For drug seizures, indicate amounts in kilograms or the appropriate dosage unit. The value of drug seizures will be calculated by Agency based on the U.S. Department of Justice *National Illicit Drug Prices* report.
- Select one or more Performance Measures in each Goal. *An Applicant may add additional Performance Measures specific to local needs and program design.*
- For each Performance Measure indicate the **annual** Goal by entering a number or percent (second year performance measures goals will be completed as part of the requalification process) .

GOAL 1:

Reduce the number of drug trafficking organizations (DTO)

1. PROGRAM OUTPUTS	GOALS
a. Number of DTO investigations opened	
b. Number of DTO search warrants issued (<i>to be reported by drug type</i>)	
c. Number of DTO drug traffickers arrested (<i>to be reported by ORS categories</i>)	
d. Amount of meth seized	
e. Amount of cocaine seized	
f. Amount of marijuana seized	
g. Amount of heroin seized	
h. Amount of MDMA seized	
i. Amount of pharmaceuticals seized	
j. Amount of other drugs seized	
k. Amount of precursor chemicals seized	
l. Number of weapons seized	
m. Amount of cash seized	
n. Number of referrals for prosecution	

GOAL 1: Reduce the number of drug trafficking organizations (DTO)	
2. ADDITIONAL LOCAL PROGRAM OUTPUTS	GOALS
a.	
b.	
c.	
d.	
3. PERFORMANCE MEASURES	GOALS
a. Percent of DTOs disrupted or dismantled	
b. Number of investigations result in search warrants	
c. Number of investigations result in arrests	
d. Percent increase in the number of DTO arrests	
e. Number of Federal / State forfeiture cases files	
f. Value of assets forfeited	
g. Number of State cases accepted for prosecution	
h. Number of Federal cases accepted for prosecution	
i. Number of defendants convicted in State cases	
j. Number of defendants convicted in Federal cases	
4. ADDITIONAL LOCAL PROGRAM OUTPUTS	GOALS
a.	
b.	
c.	
d.	
e.	

GOAL 2: Reduce the number of non-DTO drug traffickers			
Target:	Street-level	Mid-level	High-level
5. PROGRAM OUTPUTS	GOALS		
a. Number of non-DTO drug investigations opened			
b. Number of non-DTO drug search warrants issued			
c. Number of non-DTO drug traffickers arrested (<i>to be reported by ORS categories</i>)			
d. Amount of meth seized			
e. Amount of cocaine seized			
f. Amount of marijuana seized			
g. Amount of heroin seized			
h. Amount of MDMA seized			
i. Amount of pharmaceuticals seized			
j. Amount of other drugs seized			
k. Amount of precursor chemicals seized			
l. Number of weapons seized			
m. Amount of cash seized			
n. Number of referrals for prosecution			
6. ADDITIONAL LOCAL PROGRAM OUTPUTS	GOALS		
a.			
b.			
c.			
d.			

GOAL 2: Reduce the number of <i>non-DTO</i> drug traffickers	
7. PERFORMANCE MEASURES	GOALS
a. Number of investigations result in search warrants	
b. Number of investigations result in arrests	
c. Percent increase in the number of non-DTO drug trafficker arrests	
d. Number of Federal / State forfeiture cases files	
e. Value of assets forfeited	
f. Number of State cases accepted for prosecution	
g. Number of Federal cases accepted for prosecution	
h. Number of defendants convicted in State cases	
i. Number of defendants convicted in Federal cases	
8. ADDITIONAL LOCAL PERFORMANCE MEASURES	GOALS
a.	
b.	
c.	
d.	
e.	

GOAL 3: Reduce the domestic production of illicit drugs	
9. PROGRAM OUTPUTS	GOALS
a. Number of grow operations identified	
b. Number of clandestine drug labs identified	
c. Number of dump sites discovered	
10. ADDITIONAL LOCAL PROGRAM OUTPUTS	GOALS
a.	
b.	
c.	
11. PERFORMANCE MEASURES	GOALS
a. Percent increase in the number of drug production arrests	
b. Number of grow operations eradicated	
c. Number of clandestine labs disrupted or dismantled	
12. ADDITIONAL LOCAL PERFORMANCE MEASURES	GOALS
a.	
b.	
c.	

GOAL 4: Protect children from the affects of exposure to drug-endangering environments	
13. PROGRAM OUTPUTS	GOALS
a. Number of drug-endangered children (DEC) identified	
b. Number of DEC cases referred to child services	
c. Number of cases of DEC referred for prosecution	
14. ADDITIONAL LOCAL PROGRAM OUTPUTS	GOALS
a.	
b.	
c.	

GOAL 4: Protect children from the affects of exposure to drug-endangering environments	
15. PERFORMANCE MEASURES	GOALS
a. Number of DEC taken into protective custody	
b. Number of DEC cases accepted for prosecution	
16. ADDITIONAL LOCAL PERFORMANCE MEASURES	GOALS
a.	
b.	

GOAL 5: Reduce the illicit drug problem by enhancing effective law enforcement methods	
17. PROGRAM OUTPUTS	GOALS
a. Number of drug enforcement personnel trained	
b. Number of specialized narcotics training sessions attended	
c. Number of specialized investigative equipment purchased	
d. Number of reliable informants registered	
e. Number of successful controlled buys conducted	
f. Number of intelligence submissions to OSIN	
18. ADDITIONAL LOCAL PROGRAM OUTPUTS	GOALS
a.	
b.	
c.	
19. PERFORMANCE MEASURES	GOALS
a. Percent increase in the number of assistance calls	
b. Percent increase in the number of reliable informants	
c. Percent increase in the number of trained undercover investigators	
d. Percent increase in the use of specialized investigative equipment by investigators	
e. Number of OSIN queries result in investigative action	
20. ADDITIONAL LOCAL PERFORMANCE MEASURES	GOALS
a.	
b.	
c.	

GOAL 6: Promote public safety awareness and knowledge by providing community-based training on illicit drug production and trafficking	
21. PROGRAM OUTPUTS	GOALS
a. Number of contacts for education and training	
b. Number of training materials distributed	
c. Number of prevention / awareness training sessions conducted	
d. Number of individuals attend prevention / awareness training sessions	
22. ADDITIONAL LOCAL PROGRAM OUTPUTS	GOALS
a.	
b.	
c.	

GOAL 6:**Promote public safety awareness and knowledge by providing community-based training on illicit drug production and trafficking**

23. PERFORMANCE MEASURES	GOALS
a. Number of drug-related calls for assistance received from the public	
b. Number of calls result in investigations	
c. Number of drug-related tips received from the public	
d. Number of tips result in investigations	
24. ADDITIONAL LOCAL PERFORMANCE MEASURES	GOALS
a.	
b.	
c.	

E. BUDGET INSTRUCTIONS

Use the following instructions to complete the Budget section.

- To move through the fields on the budget pages click on the gray shaded areas or use the Tab Key. The narrative fields will automatically expand to accommodate the length of each response.
- The required amount of match funds should be calculated by dividing the requested grant amount by nine. For example, a grant request of \$75,000 would require match funds of \$8,333. The resulting total proposed budget of \$83,333 would represent 90% in grant funds and 10% in match funds. ***Applicants should not include match exceeding the 10% requirement in the Budget and Match Summary.***
- Budget and Match Summary: For the proposed 1st year budget, the grant funds and match funds for each expense category should be Grant Total and Match Total from the corresponding expense category in the Budget and Match Detail and Narrative section. For the Personnel expense category, add together the Grant Totals and Match Totals for Personnel (Line 1.a.) and Taxes and Benefits (Line 1.b.). For the estimated 2nd year budget, the grant funds and match funds for each expense category should be an estimation of the anticipated 2nd year expenses and match; it is *not* necessary to complete a Budget and Match Detail and Narrative for the 2nd year expenses and match (a Budget and Match Detail and Narrative for a 2nd year budget will be completed as part of the requalification process).
- Budget and Match Detail and Narrative: Read the instructions for each expense category carefully. Use the Narrative sections to explain how each expenditure is directly related to the activities described in the Program Narrative. Mark the “Supplemental budget included” box if Attachment D, Supplemental Budget, is used.
- Supplemental budget detail expense category pages are included as *Attachment D* if additional space is required for any of the budget detail expense categories (personnel, taxes and benefits, etc.). Check the “supplemental budget included” box to the far right of each budget detail expense category header if using the Supplemental Budget. The expense category budget totals in Parts Four and Five should include any additional expenses entered on a Supplemental Budget.
- Submit a Budget Summary for any proposed subaward or subcontractor, included as *Attachment C*.

1. STATEMENT OF FINANCIAL VIABILITY

a) Briefly describe experience with, and current strategies for, ensuring that the Applicant conducts business in a fiscally responsible manner and will remain financially solvent through the proposed Agreement term:

3. BUDGET AND MATCH DETAIL AND NARRATIVE

Line 1.a. Personnel.

Supplemental budget included

Enter compensation paid to agency employees (indicate if rate of pay is hourly or monthly or an annual salary). Indicate in the C and N columns if the position is Current or New. If including pay for agency employees to attend training check box in Training column. Overtime must be specifically listed in order to be reimbursed (mark OT column). **List an employee twice if proposing both OT hours and regular hours (allowed only to attend training).** Compensation paid for agency employees engaged in grant activities must be consistent with that paid for similar work within the organization. If using volunteer time as match, include in this section. The value placed on volunteer services must be consistent with the rate of compensation paid for similar work in the organization or the labor market. Do not include subcontract or subaward costs in this section; these costs should be included in Line 5, Contractual Services. Do not include costs for administrative staff in this section; these costs should be included in Line 7, Administration.

Title of Position	Name of Employee (if available)	C	N	T	Rate of Pay	OT	Total Pay	Program FTE (%)	Total Program Amount
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			
TOTAL									
GRANT TOTAL									
MATCH TOTAL									

Line 1.b. Taxes and Benefits.

Supplemental budget included

Include payroll taxes and fringe benefits for all personnel listed above and only for the percentage of time devoted to the program. Payroll taxes and fringe benefits for volunteers may be included. Fringe benefits on overtime hours are limited to benefits that increase incrementally when personnel work overtime (excludes fixed monthly benefits).

Title of Position	Total Payroll Cost (from previous table)	Tax % (FICA, FICA-Med, W/C, UI)	Benefits % (insurance, retirement, etc.)	Program Tax Cost	Program Benefit Cost	Total Cost (Taxes + Benefits)
TOTAL						
GRANT TOTAL						
MATCH TOTAL						

Personnel/Taxes and Benefits Narrative (*explain the direct use to the program of the personnel listed*):

Line 2. Equipment.				<input type="checkbox"/> Supplemental budget included
Include tangible personal property costing over \$1,000 or having a useful life of more than one year.				
Item Description	Quantity	Unit Price	Program Cost	
TOTAL				
GRANT TOTAL				
MATCH TOTAL				

Equipment Narrative (*explain how these purchases will benefit the program exclusively*):

Line 3. Travel/Conferences/Training.							<input type="checkbox"/> Supplemental budget included
Include travel expenses for <u>agency program personnel only</u> , including local travel and travel expenses for meetings, conferences, and training. Include costs for mileage, lodging, per diem, motor pool fees, commercial transportation, parking fees, registration and material fees. Travel costs may not exceed the rates and conditions established in the State/Federal guidelines. All out-of-state travel must have prior Agency approval. Any subcontract or subaward travel costs should be included in Line 5, Contractual Services.							
A. Local Travel (<i>indicate purpose of travel; include meetings, conference, training, etc.</i>)				# of miles	Mileage rate	Program Cost	
B. Conferences (<i>indicate conference title</i>)		# of people	# of nights	Lodging costs	Meals/Per diem	Other costs	Program Cost
C. Grantee-sponsored training (<i>indicate training topics</i>)		# of people	# of nights	Lodging costs	Meals/Per diem	Other costs	Program Cost
TOTAL							
GRANT TOTAL							
MATCH TOTAL							

Travel/Conferences/Training Narrative (*explain how these expenses will benefit the program exclusively and describe other costs*):

Line 4. Supplies.			<input type="checkbox"/> Supplemental budget included
Include any supplies directly related to investigation or undercover operations items; supplies generally have a useful life of less than one year.			
Item Description	Quantity	Unit Price	Program Cost
TOTAL			
GRANT TOTAL			
MATCH TOTAL			

Supplies Narrative (*explain how these purchases will benefit the program exclusively*):

Line 5. Contractual Services.					<input type="checkbox"/> Supplemental budget included		
Include all costs which are to be incurred as a result of a subaward or subcontract. <u>Grantee must include a Budget Summary for all subcontractors.</u> Prior to execution, Agency must approve all agreements entered into pursuant to this award that exceed \$100,000. Subaward made known at the time of Application may be considered approved if the activities are funded as proposed. All procurements must be made according to agency established procedures, provided they minimally adhere to applicable Federal and State guidelines. Solicitations of quotes from at least 3 sources are required for procurements between \$5,000 and \$100,000. Competitive bids must be used for procurement of contractual services over \$100,000. Sole source contracts require additional information and prior Agency approval. Contractor rates in excess of \$450 per 8-hour day require additional documentation and prior Agency approval. Check the appropriate column indicating type of award and use “# of hrs/days” and “Cost per hr/day” as appropriate.							
Sub-Award	Three Quotes	Competitive Bid	Sole Source	Consultant Name/Organization Name	# of hrs/days	Cost per hr/day	Program Cost
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
TOTAL							
GRANT TOTAL							
MATCH TOTAL							

Contractual Services Narrative (*explain how the specific services to be provided relate to the program exclusively*):

Line 6. Rent and Utilities.		<input type="checkbox"/> Supplemental budget included
Include any communication-related surveillance costs. <i>Expenses for use of office space and other facilities including rent, telephone, cellular phones/pagers, and other utilities are only allowed as match.</i>		
Item Description	Computation	Program Cost
TOTAL		
GRANT TOTAL		
MATCH TOTAL		

Rent and Utilities Narrative (*explain how these facilities and expenses will benefit the program exclusively*):

Line 7. Administration.		<input type="checkbox"/> Supplemental budget included
Include program-related costs such as accounting, program management, human resources, legal services, and payroll preparation. Administrative costs may not exceed 10% of the total proposed budget (Federal funds + 10% match).		
Item Description	Computation	Program Cost
TOTAL		
GRANT TOTAL		
MATCH TOTAL		

Administration Narrative (*explain how the administrative expenses will benefit the program directly*):

Line 8. Other Costs.		<input type="checkbox"/> Supplemental budget included
Include expenses that do not readily fit into any of the other budget categories. A common example of Other Costs is <i>confidential funds</i> . Check with the Grants Coordinator before including any other costs in this category.		
Item Description	Computation	Program Cost
TOTAL		
GRANT TOTAL		
MATCH TOTAL		

Other Costs Narrative (*explain how these costs will benefit the program exclusively and explain any changes from the 1st year budget*):

SECTION III – APPLICATION EVALUATION

A. EVALUATION OVERVIEW

Agency will conduct an impartial evaluation of the Applications received in response to this RFA. An Evaluation Committee which may consist of Agency staff, government partners, and community partners will be established to review, evaluate, and score each Application. The final award decisions will be made by the Commissioners of the CJC.

Agency will evaluate and score all Applications on the completeness, quality, and applicability of their content in the following steps:

- Step 1: Evaluation of Minimum Requirements (Pass/Fail)
- Step 2: Evaluation of Application (scored)
- Step 3: Ranking of Applications
- Step 4: Recommendations
- Step 5: Selection

1. Evaluation of Minimum Requirements. The Grants Coordinator shall review all Applications on a pass/fail basis and determine if each Application meets the Minimum Application Requirements described in Section I.F of the RFA. Applicant’s failure to comply with the instructions or to submit a complete Application may result in the Application being deemed non-responsive. Only those Applications determined to be responsive to the Minimum Requirements shall be considered for further evaluation.

2. Evaluation of Applications. The Evaluation Committee shall score all Applications according to how well the Applicant responded to each of the requirements in Section II., B, C, D, and E. Evaluation Committee members will first assign Standard Points. Standard Points assigned by each Evaluation Committee member shall be added together and divided by the total number of Evaluation Committee members to compute an

average score for the evaluation questions. ***The Application must receive a minimum average score of 70 percent (70%) of the possible summed total Standard Points to be considered for funding.*** The Evaluation Committee members will score Priority Points separately *after* determining that the Applicant has scored a minimum average 70% of the possible Standard Points.

The Evaluation Committee may request additional clarification from an Applicant for any portion of the Application. If an Application is unclear, Applicant may be asked to provide clarification. No new information or documentation may be submitted, however, and clarifications may not be used to rehabilitate a non-responsive Application. Applicants shall remain available during the evaluation period to respond to requests for additional clarification. Failure to provide clarification may result in a lower score.

3. Ranking of Applications. The Evaluation Committee will add together the total Standard Points and the total Priority Points awarded to each Application, calculate the total average score, and then rank each Application accordingly. After scoring, the geographical distribution of Applicants with the highest average scores may also be considered in the selection process.

4. Recommendation. The Evaluation Committee will forward scores and award recommendations to the Commissioners of the CJC, who will make final award decisions.

5. Selection. Agency shall notify every Applicant of its selection status by postal mail by the Award Notification date listed in Section I.G., Solicitation and Submission Process.

B. EVALUATION OF APPLICATION

The application must receive a minimum average score of 70 percent (70%) of the possible summed total Standard Points to be considered for funding. Priority Points will be awarded separately and added to Standard Points. The Evaluation Committee shall assign points to its evaluation of each Application as follows:

<u>Standard Points</u>	<u>Point Basis</u>
10	<i>Program Abstract:</i> In the space provided, Applicant provides a succinct summary of the purpose, goals, activities, and implementation plans of the program.
50	<i>Problem/Need Statement:</i> The Applicant describes the target area. The nature and extent of the problem. Relevant local facts, statistics, and illustrative data to substantiate the need. The Applicant demonstrates that funding will address the identified need.
40	<i>Description of Activities:</i> Proposed activities consistent with Problem/Need Statement. Activities demonstrate direct and lasting impact. As appropriate, specific training described, specific equipment purchases described, specific use of confidential funds described, specific purpose of overtime hours described, specific purpose of administrative costs described.
30	<i>Evidence of Collaboration:</i> Inclusion of Memorandum of Understanding (MOU). Collaboration includes local, state, and federal agencies. Comprehensive description of the roles and responsibilities of the entities signing the MOU.
40	<i>Goals, Outputs, and Performance Measures:</i> Selection of goals and outputs consistent with Problem / Need Statement. Performance Measures related to stated goals and outputs.
30	<i>Budget:</i> The Applicant demonstrates fiscal stability. Financial Statements are included. The accuracy and completeness of the budget. The inclusion of appropriate match. Narrative explanation of how budgeted expenses will benefit the proposed program exclusively. Costs appear reasonable and allowable.

<u>Priority Points</u>	<u>Point Basis</u>
------------------------	--------------------

(refer to Section I.B.)

5	<i>Enhance</i> current efforts.
5	<i>Target</i> drug trafficking organizations.
5	<i>Target</i> mid-level traffickers.
5	<i>Rural</i> jurisdiction.

C. AWARD NOTIFICATION

1. Notification. Following the identification of successful Applicant(s), Agency will notify Applicant(s) by postal mail on or before and request a signed Agreement in accordance with the form set forth as *Appendix A*.

2. Negotiation. Agency may negotiate the program performance measures and other components of the Application. In the event that mutually agreeable terms cannot be reached within a reasonable time period, as judged by Agency, then Agency reserves the right to cancel the award with the Applicant.

3. Certifications. The successful Applicant(s) must provide all required proofs of insurance within fourteen (14) calendar days of the award notification. Failure to provide the required documents within the fourteen (14) calendar-day period may result in Application rejection. Applicants are encouraged to consult their insurance agent(s) about the insurance requirements contained in the Agreement, included as *Appendix A*, prior to submission of the Application.

The successful Applicant(s) must submit a Certification of EEO Compliance within sixty (60) days of receipt of an award, included as *Appendix B*.

The successful Applicant(s) must submit an Audit Certification within sixty (60) days after the end of the Applicant's fiscal year, included as *Appendix C*.

SECTION IV – Attachments and Appendices

Attachment A	Application Cover Sheet
Attachment B	Confidential Funds Certification
Attachment C	Subaward / Subcontractor Information and Budget Summary
Attachment D	Supplemental Budget
Appendix A	Grant Award Agreement
Appendix B	Certification of EEO Compliance
Appendix C	Audit Certification

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM APPLICATION COVER SHEET

Criminal Justice Commission 885 Summer Street NE Salem, Oregon 97301 (503) 378-4078 Fax: (503) 378-4861 jeanette.ewald@state.or.us		Grant Program:	<input type="checkbox"/> Law Enforcement Programs/Illicit Drugs					
			<input type="checkbox"/> Law Enforcement Programs/Gangs					
		Program Title:						
Applicant:								
Address:								
City:		Zip:		Phone #:		Fax #:		
Program Contact:				Phone #:			Fax #:	
Program Contact Email Address:								
Fiscal Contact:				Phone #:			Fax #:	
Fiscal Contact Email Address:								
PROGRAM BUDGET				Proposed 1st Year		Estimated 2nd Year		
Total JAG Funds Requested:				\$		\$		
Total Match Funds:				\$		\$		
Total Program Funds (grant + match):				\$		\$		
Program Abstract (use only space provided):								
<p>Certification: The signatory of this Application Cover Sheet is a duly authorized representative of the Applicant, has been authorized by Applicant to make all representations, attestations, and certification contained in this RFA and all Addenda, if any issued, and to execute this Application document on behalf of Applicant. By signature below, the undersigned Authorized Official hereby certifies on behalf of Applicant that all contents of this Application Cover Sheet and the submitted Application are truthful, complete, and accurate. Failure to provide information required by the RFA may ultimately result in rejection of the Application.</p>								
Administering Agency:						Federal Tax ID #:		
Administering Agency Authorized Official:								
Signature of Administering Agency Authorized Official:						Date:		

CONFIDENTIAL FUNDS CERTIFICATION

Reimbursement for confidential funds incurred by programs funded by Edward Byrne Memorial Justice Assistance Grant Program (JAG) must meet the conditions for the use of confidential funds described in the most current edition of the *Financial Guide* (Chapter Eight) published by the Department of Justice, Office of Justice Programs, Office of the Comptroller. The *Financial Guide* may be obtained at www.ojp.usdoj.gov/financialguide/index.htm.

The authorized official for the administering agency must sign and date this form as follows:

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds set forth in the most current edition of the *Financial Guide*.

Program title:

Authorized official for administering agency:

Signature of authorized official:

Date:

SUBAWARD/SUBCONTRACTOR INFORMATION							
Criminal Justice Commission 885 Summer Street NE Salem, Oregon 97301 (503) 378-4078 Fax: (503) 378-4861 jeanette.ewald@state.or.us			Grant Program:		<input type="checkbox"/> Law Enforcement Programs/Illicit Drugs <input type="checkbox"/> Law Enforcement Programs/Gangs		
			Program Title:				
Subawardee/ Subcontractor:							
Address:							
City/State:		Zip:		Phone #:		Fax #:	
Authorized official for subaward:							
Signature of authorized official:						Date:	

BUDGET SUMMARY						
Expense Category	Proposed 1 st Year Budget			Estimated 2 nd Year Budget		
	Grant Funds	Match Funds	Total (Grant + Match)	Grant Funds	Match Funds	Total (Grant + Match)
1. Personnel/ Taxes/ Benefits						
2. Equipment						
3. Travel/ Conferences/ Training						
4. Supplies						
5. Contractual Services						
6. Rent/Utilities						
7. Administrative Costs						
8. Other						
TOTAL						
*Round all figures to the nearest whole dollar				%	%	%

Identify sources and amount of match (for cash match indicate if the source of match is earned *Program Income* by checking the box in the PI column)

Source of Match	Proposed 1 st Year Match			
	Cash	PI	In-kind	Total
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
		<input type="checkbox"/>		
*Grand Total must equal Total Match funds in Budget Summary				GRAND TOTAL

Line 3. Travel/Conferences/Training.								
A. Local Travel (<i>indicate purpose of travel; include meetings, conference, training, etc.</i>)				# of miles	Mileage rate	Program Cost		
B. Conferences (<i>indicate conference title</i>)			# of people	# of nights	Lodging costs	Meals/Per diem	Other costs	Program Cost
C. Grantee-sponsored training (<i>indicate training topics</i>)			# of people	# of nights	Lodging costs	Meals/Per diem	Other costs	Program Cost

Line 4. Supplies.					
Item Description			Quantity	Unit Price	Program Cost

Line 5. Contractual Services.							
Sub-Award	Three Quotes	Competitive Bid	Sole Source	Consultant Name/Organization Name	# of hrs/days	Cost per hr/day	Program Cost
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Line 6. Rent/Utilities			
Item Description		Computation	Program Cost

**OREGON STATE POLICE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM
INTERGOVERNMENTAL GRANT AWARD AGREEMENT**

PROGRAM NAME:

GRANT NO:

ADMINISTERING
AGENCY:

GRANTEE:

FY 200X AWARD:

ADDRESS:

AWARD PERIOD:

PROGRAM CONTACT:

TELEPHONE:

FAX:

FISCAL CONTACT:

TELEPHONE:

BUDGET

REVENUE

Federal Grant Funds
Match Funds

TOTAL REVENUE:

EXPENDITURES

Personnel
Equipment
Travel/Conferences/Training
Supplies
Contractual Services
Rent and Utilities
Administrative Costs
Other

TOTAL EXPENDITURES:

GRANT AWARD PROVISIONS

I. Provisions of Award

- A. Agreement Parties. This Intergovernmental Agreement, hereafter referred to as Agreement, is between the State of Oregon, acting by and through its Department of Oregon State Police, hereafter called OSP, and the forenamed Grantee.
- B. Effective Date and Duration. This Agreement shall become effective on the date this Agreement has been fully executed by every party. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when OSP accepts Grantee's completed performance or on <DATE>, whichever date occurs last. Agreement termination shall not extinguish or prejudice OSP's right to enforce this Agreement with respect to any default by Grantee that has not been cured.
- C. Grant Award and Performance Measures. In accordance with the terms and conditions of this Agreement, Grantee shall implement the Edward Byrne Memorial Justice Assistance Grant Program ("JAG") as described in the Program Narrative and the Goals, Outputs, and Performance Measures of Grantee's JAG Grant Application (the "Program") and accomplish Program activities and performance measures as stipulated in the agreed upon progress report.
- D. Agreement Documents. This Agreement consists of the following documents, and any other document referenced, which are listed in descending order of precedence: this Agreement, grant application, *Grant Management Handbook*, progress report, Monitoring Policy and Procedures, Audit Certification, Certification of EEO Compliance, and Confidential Funds Certification (as required).
- E. Source of Funds. Payment for the Program will be from the Federal Edward Byrne Memorial Justice Assistance Grant (JAG) funds, CFDA #16.738.
- F. Merger Clause; Waiver. This Agreement and referenced documents constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by either party of that or any other provision.

TERMS AND CONDITIONS

II. Conditions of Award

- A. The Grantee agrees to operate the Program as described in Grantee's application and to expend funds only in accordance with the approved budget unless the Grantee receives prior written approval by OSP to modify the Program or budget. **Grantee agrees to cooperate with OSP to negotiate, if necessary, progress report activity goals and performance measures for the Grantee and any contractual services.** OSP may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by OSP. Failure of the Grantee to operate the Program in accordance with the written agreed upon objectives contained in the grant application, progress report, and budget will be grounds for immediate suspension or termination, or both, of the grant Agreement pursuant to Section IV of this Agreement.
- B. Funds Available and Authorized; Payments. Grantee shall not be compensated for work performed under this Agreement by any other agency or department of the State of Oregon. OSP certifies that it has sufficient funds currently authorized for expenditure to finance costs of this Agreement within OSP's current biennial appropriation or limitation. Grantee understands and agrees that OSP's payment of amounts under this Agreement is contingent on OSP receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow OSP, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
- C. The Grantee agrees that all public statements referring to the Program must state that funds for this Program come from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, and must state the percent or dollar amount of federal funds used in the Program.
- D. Maintenance, Retention and Access to Records; Audits.
1. Maintenance and Retention of Records. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of the Chief Financial Officer set forth in the most recent version of the Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, A-110, A-122, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this grant shall be retained by the Grantee for a minimum of five years following termination or expiration of this Agreement for purposes of State of Oregon or Federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Award, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is the responsibility of the Grantee to obtain a copy of the OJP Financial Guide from the Office of the Chief Financial Officer available at: <http://www.ojp.usdoj.gov/financialguide/index.htm>; and apprise itself of all rules and regulations set forth.
 2. Access to Records. OSP, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO) or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
 3. Audits. If Grantee *expends* \$500,000 or more in Federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to OSP within 30 days of completion. If Grantee *expends* less than \$500,000 in its fiscal year in Federal funds, Grantee is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in Section II.D.2. (Access to Records) herein.
 4. Audit Costs. Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If Grantee did not expend \$500,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this grant.

E. Funding.

3. Matching Funds. **The Grantee acknowledges by accepting grant funds that all reported match is in the form of a cash match or in-kind and not other Federal funds.** The Grantee acknowledges that all rules that apply to grant funds apply to match funds. Grant and match funds must be used only for the Program funded by the source referenced in I.E. (Source of Funds) during the grant period to support the goals, objectives and activities as identified in the grant application and reporting document. Match funds cannot be used to support activities that are not concurrently supported by these grant funds. The Grantee certifies that match funds required to pay the non-Federal portion of the Program shall be in addition to funds that would otherwise be made available to fund programs within the previously referenced grant guidelines.
4. Supplanting. The Grantee certifies that Federal funds will not be used to supplant State or local funds, but will be used to increase the amount of funds that, in the absence of Federal aid, would be made available to the Grantee to fund programs consistent with grant guidelines referenced in I.E. (Source of Funds).

F. Reports. **Failure of the Grantee to submit the required financial, program or audit reports, or to resolve financial, program, or audit issues may result in the suspension of grant payments or termination of the grant Agreement.**

1. Progress Reports. The Grantee agrees to submit a report each quarter on its progress in meeting each of its agreed upon goals and objectives and comprehensive evaluation plan. Progress reports must include data on performance measures as required by the Bureau of Justice Assistance. Reports must be received no later than <DATES>. **Any progress report that is outstanding for more than one month past the due date may cause the suspension or termination of the grant.** Grantee must receive prior approval from OSP to extend a progress report requirement past its due date.
2. Financial Reimbursement Reports.
 - a. In order to receive reimbursement, the Grantee agrees to submit to OSP(c/o CJC), 885 Summer Street NE, Salem, Oregon 97301, the original signed Request for Reimbursement (RFR) which includes **supporting documentation for all grant and match expenditures.** RFRs must be received no later than <DATES>. Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete. **Any RFR that is outstanding for more than one month past the due date may cause the suspension or termination of the grant.** Grantee must receive prior approval from OSP to extend an RFR requirement past its due date.
 - b. Reimbursement rates for travel expenses shall not exceed those allowed by the Federal travel policy. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
 - c. When requesting reimbursement for equipment costing over \$5,000, the Grantee agrees to provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.
 - d. Reimbursements will only be made for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before <DATES>.
3. Procurement Standards
 - a. Grantee shall follow the same policies and procedures it uses for procurement from its non-Federal funds. Grantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.
 - b. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. Justification must be provided to OSP for any non-competitive or sole-source procurement. Justification should include a description of the program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other

pertinent information. All sole source procurements in excess of \$100,000 must receive prior written approval from OSP in addition to any other approvals required by law applicable to Grantee. Interagency agreements between units of government are excluded from this requirement to obtain OSP approval of sole source procurements.

- c. The Grantee shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to OSP.

4. Audit Reports. Grantee shall provide OSP copies of all audit reports pertaining to this Agreement obtained by Grantee, whether or not the audit is required by OMB Circular A-133.

G. Monitoring.

1. OSP is responsible for monitoring and reviewing the activities of Grantee to ensure that all services provided by Grantee under this Agreement conform to State and Federal standards and other performance requirements specified in the Agreement. After reasonable notice and as often as OSP may deem necessary during the grant award period, OSP may perform program and fiscal monitoring.
2. Grantee shall provide for program and fiscal reviews, including meetings with consumers, subcontractors, and evaluators, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff and stakeholders directly or indirectly involved in the performance of this Agreements, when requested to do so by OSP for purpose of monitoring pursuant to the Monitoring Policy and Procedures.

H. Ownership of Work Product.

1. Definitions. As used in this Section, and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - a. “Grantee Intellectual Property” means any intellectual property owned by Grantee and developed independently from the Program.
 - b. “Third Party Intellectual Property” means any intellectual property owned by parties other than OSP or Grantee.
 - c. “Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to OSP pursuant to the Program.
2. Original Works. All Work Product created by Grantee pursuant to the Program performed under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of OSP. OSP and Grantee agree that such original works of authorship are “work made for hire” of which OSP is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Program is not “work made for hire,” Grantee hereby irrevocably assigns to OSP any and all of its rights, title, and interest in all original Work Product created pursuant to the Program, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OSP’s reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in OSP. Grantee forever waives any and all rights relating to original Work Product created pursuant to the Program, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

In the event that Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to OSP an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements

of the Grantee Intellectual Property employed in the Work Product, and to authorize others to do the same on OSP's behalf.

In the event that Work Product created by Grantee under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on the OSP's behalf and in the name of OSP an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on OSP's behalf.

3. Grantee Intellectual Property. In the event that Work Product is Grantee Intellectual Property Grantee hereby grants to OSP an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Grantee Intellectual Property, and to authorize others to do the same on OSP's behalf.
4. Third Party Works. In the event that Work Product is Third Party Intellectual Property, Grantee shall secure on the OSP's behalf and in the name of OSP, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on OSP's behalf.

I. Indemnity.

1. General Indemnity. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort claims Act, ORS 30.260 through 30.300, to the extent the Act is applicable, Grantee shall defend, save, hold harmless, and indemnify within the limits and subject to the restrictions of the Oregon Tort Claims Act, if applicable, the State of Oregon and OSP and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorneys fees, resulting from, arising out of, or relating to the activities of Grantee or its officers, employees, subgrantees, or agents under this Agreement, except for liability arising solely out of the wrongful acts of employees or agents of the State of Oregon or OSP.
2. To the extent permitted by Article XI, Section 7, or the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, to the extent the Act is applicable, State and OSP shall defend, save, hold harmless, and indemnify within the limits and subject to the restrictions of the Oregon Tort Claims Act, if applicable, Grantee and its officers, employees and agents against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of the State of Oregon and OSP or its officers, employees, or agents under this contract, except for liability arising solely out of the wrongful acts of employees or agents of Grantee.
3. Indemnity for Infringement Claims. Without limiting the generality of the previous section, Grantee expressly agrees to defend, indemnify, and hold OSP, the State of Oregon and their agencies, subdivisions, officers, directors, agents, and employees harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the work, the work product or any other tangible or intangible items delivered to OSP by Grantee that may be the subject of protection under any state or Federal intellectual property law or doctrine, or the OSP's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that State of Oregon shall provide Grantee with prompt written notice of any infringement claim.
4. Control of Defense and Settlement. The Indemnitor shall have control of the defense and settlement of any claim that is subject to the previous sections; however, neither Grantee nor any attorney engaged by Grantee shall defend a claim in the name of the State of Oregon or any OSP of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without first receiving from the Oregon Attorney General, in a form and manner determined appropriate by the Attorney General, authority to act as legal counsel for the State of Oregon, nor shall Grantee settle any claim on behalf of the State of Oregon without the approval of the Attorney General. An indemnitee under this Section II.I. may, at its election and expense, assume its own defense and settlement in the event that the indemnitee determines that the indemnitor is prohibited

from defending the indemnitee, or is not adequately defending the indemnitee's interests, or that an important governmental principle is at issue and the indemnitee desires to assume its own defense.

J. Insurance.

1. Workers' Compensation. All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Grantee shall require and ensure that each of its subcontractors complies with these requirements.
2. Professional Liability Insurance. Grantee shall obtain and maintain in effect with respect to all occurrences taking place during the period from the effective date of this Agreement through the termination of this Agreement, professional liability insurance covering professional liability arising from the conduct and implementation of the Program, from an insurance company authorized to do business in the State of Oregon. Coverage limits shall not be less than \$500,000 combined single limit per occurrence.
3. Comprehensive or Commercial General Liability Insurance. Grantee shall obtain and maintain in effect with respect to all occurrences taking place during the period from the effective date of this Agreement through the termination of this Agreement, comprehensive or commercial general liability insurance covering personal injury and property damage arising from the conduct and implementation of the Program (including contractual liability coverage for the indemnity provided in this Agreement) from an insurance company authorized to do business in the State of Oregon. Coverage limits shall not be less than \$500,000 combined single limit per occurrence.
4. Automobile Liability Insurance. If in the conduct and implementation of the Program, Grantee provides transportation for and/or transports individuals in automobiles, Grantee shall obtain and maintain in effect with respect to all occurrences taking place during the period from the effective date of this Agreement through the termination of this Agreement, automobile liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
5. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Grantee or its insurer(s) to Oregon State Police, Criminal Justice Services.
6. Certificates of Insurance. As evidence of the insurance coverages required by this Agreement, and prior to the execution of this Agreement, Grantee shall furnish certificate(s) of insurance to Oregon State Police, Criminal Justice Services. Automobile Liability and Commercial General Liability insurance coverage required by this section must name the State of Oregon, Oregon State Police, Criminal Justice Services, including its officers and employees as Additional Insureds but only with respect to acts or omissions of the Grantee, its officers, employees or agents under this Agreement or in the conduct or implementation of the Program to be provided under this Agreement. The Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

K. No Implied Waiver, Cumulative Remedies. The failure of either party to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

L. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court for the State of Oregon of proper jurisdiction; provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. **The parties By Execution Of This Agreement, Hereby Consent To The In Personam Jurisdiction Of Said Courts.** Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment

- to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any other court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- M. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
- N. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notice to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same by registered or certified mail, postage prepaid to Grantee or OSP at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and sent by registered or certified mail shall be deemed delivered upon receipt or refusal of receipt. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication or notice given by email shall be effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipients' email system. The parties also may communicate by telephone, regular mail or other means, but such communications shall not be deemed notices under this Section unless receipt by the other party is expressly acknowledged in writing by the receiving party.
- O. Subcontracts, Successors and Assignments.
1. Grantee shall not enter into any subcontracts for any of the Program activities required by this Agreement without OSP's prior written consent. Grantee shall require any subcontractors to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of Federal funds. OSP's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.
 2. This Agreement shall be binding upon and inure to the benefit of OSP, Grantee, and their respective successors and assigns, if any.
 3. Grantee may not assign, delegate, or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of OSP.
 4. The parties acknowledge and agree that if the Oregon Legislative Assembly transfers the functions of OSP to another agency, this agreement shall be assigned to that successor agency.
- P. No Third Party Beneficiaries. OSP and Grantee are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- Q. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section II.D. (Maintenance, Retention and Access to Records; Audits); Section II.F. (Reports); and Section II.I. (Indemnity).
- R. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- S. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

T. Recovery of Funds.

1. **Recovery of Overpayments.** Grantee shall be accountable for and shall repay any overpayment or any amounts resulting from any breach of this Agreement that results in a debt owed to the Federal Government. OSP may apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129. The parties agree to go through the process provided in Section IV.B. before Grantee is required to make any payment under this paragraph.
2. **Recovery of Unexpended Funds.** Any grant funds disbursed to Grantee that remain unexpended on the termination of this Agreement (“Unexpended Funds”) must be returned to OSP. Grantee may, at its option, satisfy its obligation to return Unexpended Funds under this Section by paying to OSP the amount of Unexpended Funds or permitting OSP to recover the amount of the Unexpended Funds from future payments to Grantee from OSP. If Grantee fails to return the amount of the Unexpended Funds within fifteen (15) days after the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and OSP may deduct the amount demanded from any future payment from OSP to Grantee, including but not limited to, any payment to Grantee from OSP under this Agreement and any payment to Grantee from OSP under any contract or agreement, present or future, between OSP and Grantee. If no such contracts or agreements are in effect and no future contracts or agreements between Grantee and OSP are contemplated by OSP 15 days after the date this Agreement is terminated, Grantee shall return the Unexpended Funds to OSP.
3. **Recovery of Misexpended Funds.** If OSP alleges that Grantee expended funds in violation or contravention of this Agreement, OSP and Grantee shall enter into nonbinding discussions under Section IV.B. within 15 days of OSP's notice to Grantee of the allegation, with such discussions to be concluded within 45 days of OSP's notice to Grantee. If the parties determine that funds were in fact expended in violation or contravention of this Agreement (“Misexpended Funds”) then the Misexpended Funds shall be replaced by Grantee within 15 days of that determination, unless OSP agrees to another time or method of repayment. If the parties do not agree on the amount of Misexpended Funds, OSP may recover the amount determined by OSP to be Misexpended Funds from any future payment from OSP to Grantee, including, but not limited to, any payment to Grantee from OSP under this agreement and any payment to Grantee from OSP under any contract or agreement, present or future, between OSP and Grantee. If no such contracts or agreements are in effect and no future contracts or agreements between Grantee and OSP are contemplated by OSP 15 days after the date of the determination of Misexpended Funds, Grantee shall return the Misexpended Funds to OSP.

- U. Amendments. OSP may agree to amend this to the extent permitted by applicable statutes and administrative rules. No amendment to this Agreement shall be effective unless it is in writing signed by the parties, and all approvals required by applicable law have been obtained before becoming effective.

III. Grantee Compliance and Certifications

- A. Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency. (This certification is required by regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.)
- B. Compliance with Applicable Law. The Grantee agrees to comply with all applicable laws, regulations, and guidelines as written or as amended, of the State of Oregon, the Federal Government and OSP in the performance of this Agreement. Without limiting the generality of the foregoing, Grantee agrees to comply with all laws, rules and guidelines set forth in the most recent version of the *Grant Management Handbook* published by OSP, including but not limited to:
 1. The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental

Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.

2. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
 3. Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
 4. Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
 5. National Environmental Policy Act of 1969, 42 USC 4321 et seq.
 6. Flood Disaster Protection Act of 1973, 42 USC 4001 et seq.
 7. Clean Air Act, 42 USC 7401 et seq.
 8. Clean Water Act, 33 USC 1368 et seq.
 9. Federal Water Pollution Control Act of 1948, as amended, 33 USC 1251 et seq.
 10. Safe Drinking Water Act of 1974, 42 USC 300f et seq.
 11. Endangered Species Act of 1973, 16 USC 1531 et seq.
 12. Wild and Scenic Rivers Act of 1968, as amended, 16 USC 1271 et seq.
 13. Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC 469 et seq.
 14. Coastal Zone Management Act of 1972, 16 USC 1451 et seq.
 15. Coastal Barrier Resources Act of 1982, 16 USC 3501 et seq.
 16. Indian Self-Determination Act, 25 USC 450f.
 17. Hatch Political Activity Act of 1940, as amended, 5 USC 1501 et seq.
 18. Animal Welfare Act of 1970, 7 USC 2131 et seq.
 19. Demonstration Cities and Metropolitan Development Act of 1966, 42 USC 3301 et seq.
 20. Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 29 USC 201 et seq.
- C. Standard Assurances and Certifications Regarding Lobbying.
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, 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 any employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. 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 contract, grant, loan, or cooperative agreement, the Grantee agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
 3. The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subgrantees will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. Certification of Non-discrimination.

1. The Grantee, and all its contractors and subcontractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this Agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The Grantee, and all its contractors and subcontractors, assures compliance with the following laws:
 - a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
 - b. Title IV of the Civil Rights Act of 1964, as amended;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended;
 - d. Title II of the Americans with Disabilities Act (ADA) of 1990;
 - e. Title IX of the Education Amendments of 1972;
 - f. The Age Discrimination Act of 1975;
 - g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G; and
 - h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
2. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the Grantee or any of its contractors or subcontractors, the Grantee or any of its contractors or subcontractors will forward a copy of the finding to OSP. OSP will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

E. Civil Rights Compliance.

1. All recipients of federal grant funds are required, and Grantee agrees, to comply with nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of 1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).
2. Services to Limited-English-Proficient (LEP) Persons.
National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantees are encouraged to consider the need for language services for LEP persons served or encountered both in developing their proposals and budgets and in conducting their programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The U.S. Department of Justice has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

- F. Equal Employment Opportunity Plan (EEOPlan). If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this Agreement, and has a service population with a minority representation of three percent or more, the Grantee, or any of its contractors or

subcontractors, agrees to formulate, implement and maintain an EEOP relating to employment practices affecting minority persons and women. If the Grantee, or any of its contractors or subcontractors, has 50 or more employees, is receiving more than \$25,000 pursuant to this Agreement, and has a service population with a minority representation of less than three percent, the Grantee or any of its contractors or subcontractors, agrees to formulate, implement and maintain an EEOP relating to its practices affecting women. The Grantee, and any of its contractors and subcontractors, certifies that an EEOP as required by this section will be in effect on or before the effective date of this Agreement. Any Grantee, and any of its contractors or subcontractors, receiving more than \$500,000, either through this Agreement or in aggregate Federal grant funds in any fiscal year, shall in addition submit a copy of its EEOP at the same time as the application submission, with the understanding that the application for funds may not be awarded prior to approval of the Grantee's, or any of its contractors or subcontractors, EEOP by the Office for Civil Rights, Office of Justice Programs, Bureau of Justice Assistance.

If required to formulate an EEOP, the Grantee must maintain a current copy on file which meets the applicable requirements.

G. National Environmental Policy Act (NEPA); Special Condition for U.S. Department of Justice Grant Programs.

1. Prior to obligating grant funds, Grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the Grantee, a contractor, subcontractor or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
 - a. new construction;
 - b. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
 - c. a renovation, lease, or any other 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; and
 - 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 educational environments.
2. Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the Grantee's or its contractors' or subcontractors' existing programs or activities that will be funded by these grant funds, the Grantee, upon specific request from the Bureau of Justice Assistance, agrees to cooperate with the Bureau of Justice Assistance in any preparation by the Bureau of Justice Assistance of a national or program environmental assessment of that funded program or activity.

H. Certification Regarding Drug Free Workplace Requirements. Grantee certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (1).
4. Notifying the employee that, as a condition of employment under the award, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
5. Notifying the Grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
6. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace.

IV. Default, Remedies, Termination

- A. Default by Grantee. Grantee shall be in default of this Agreement if:
 1. Grantee fails to comply substantially with the requirements or statutory objectives of the grant guidelines referenced in I.E. (Source of Funds) or other provisions of Federal law.
 2. Grantee fails to have Program operational within 90 days of the award period start date.
 3. Grantee fails to make satisfactory progress toward the goals and objectives and comprehensive evaluation plan set forth in the application or the progress report.
 4. Grantee fails to adhere to the requirements and the terms and conditions of the grant award.
 5. Grantee proposes or implements substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
 6. Grantee fails to submit the required financial, program or audit reports, or to respond to monitoring reports, or to resolve financial, program, or audit issues.
 7. Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis.
 8. Grantee fails to comply substantially with any other applicable Federal or State statute, regulation, or guideline.
- B. Default by OSP. OSP shall be in default of this Agreement if:
 1. OSP fails to pay Grantee any amount pursuant to the terms of this Agreement, and OSP fails to cure such failure within 30 days after Grantee's notice or such longer period as Grantee may specify in such notice; or
 2. OSP commits any material breach or default of any covenant, warranty, or obligation under this Agreement, and such breach or default is not cured within 30 days after Grantee's notice or such longer period as Grantee may specify in such notice.

- C. Remedies upon Default. Notwithstanding any other term or provision in this Agreement, OSP will provide reasonable notice to the Grantee if OSP believes Grantee is or may be in default and will attempt to resolve the problem informally. The parties shall engage in nonbinding discussions to give Grantee an opportunity to present reasons why it believes it is not in default or that the default is not material and give OSP an opportunity to withdraw its notice. The parties may also negotiate an appropriate resolution of the default, including without limitation the amount of any Misexpended Funds. If Grantee does not cure any default within 30 days of written notice thereof to Grantee from OSP or such longer period as OSP may authorize in its sole discretion, OSP may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to withholding of reimbursement, termination or suspension of this Agreement, return of all or a portion of the grant funds, payment of interest earned on the grant funds, declaration of ineligibility for the receipt of future grant awards from OSP, and damages to OSP. If, as a result of Grantee's default, OSP demands return of all or a portion of the grant funds or payment of interest earned on the grant funds, Grantee shall pay the amount upon OSP's demand after the process described in this Section.
- D. Termination.
1. OSP Termination. OSP may terminate this Agreement:
 - a. Immediately upon written notice to Grantee, if OSP does not obtain sufficient funding, appropriation, limitations, allotments or other expenditure authority to allow OSP to meet its payment obligations under this Agreement.
 - b. Immediately upon written notice to Grantee if state or Federal laws, regulations or guidelines are modified, changed or interpreted in such a way that the OSP does not have the authority to provide grant funds for the Program or no longer has the authority to provide the grant funds from the planned funding source.
 - c. Upon 30 days advance written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OSP may specify in the notice.
 - d. Immediately upon written notice to Grantee, if any license or certificate required by law or regulation to be held by Grantee to implement the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that Grantee no longer meets requirements to operate the Program.
 - e. Immediately upon written notice to Grantee, if OSP determines that there is a threat to the health, safety or welfare of any individual receiving Services as part of the Program.
 2. Grantee Termination. Grantee may terminate this Agreement:
 - a. Upon 30 days advance written notice to OSP, if Grantee is unable to continue implementation of the Project as a result of circumstances not reasonably anticipated by Grantee at the time it executed this Agreement and that are beyond Grantee's reasonable control. If Grantee terminates this Agreement under this Section, OSP may end all further disbursements of grant funds upon receipt of Grantee's termination notice but Grantee shall not be required to repay to OSP any grant funds previously disbursed to and expended by Grantee in accordance with the terms and conditions of this Agreement.
 - b. OSP fails to pay Grantee any amount pursuant to the terms of this Agreement, and OSP fails to cure such failure within 30 days after Grantee's notice or such longer period as Grantee may specify in such notice.
 - c. OSP commits any material breach or default of any covenant, warranty, or obligation under this Agreement, fails to perform its commitments hereunder within the time specified or any extension thereof, and OSP fails to cure such failure within 30 days after Grantee's notice or such longer period as Grantee may specify in such notice.

3. Effect of Termination. Upon termination of this Agreement, OSP shall have no further obligation to disburse grant moneys to Grantee, whether or not the entire grant has been disbursed to Grantee, and Grantee's authority to expend previously disbursed grant funds shall end. Termination of this Agreement shall not affect Grantee's obligations under this Agreement or OSP's right to enforce this Agreement against Grantee in accordance with its terms, with respect to grant funds actually received by Grantee under this Agreement, or with respect to portions of the Work actually implemented. Specifically, but without limiting the generality of the preceding sentence, termination of this Agreement shall not affect Grantee's representations and warranties, reporting obligations, record-keeping and access obligations, obligation to comply with applicable law, the restrictions and limitations on Grantee's expenditure of grant funds actually received by Grantee hereunder, Grantee's indemnification obligations, Grantee's obligations related to Work Product, Grantee's obligation to repay any overpayment of grant funds or OSP's right to recover any grant funds from Grantee in accordance with the terms of this Agreement.
4. Return of Property. Upon termination of this Agreement for any reason whatsoever, Grantee shall immediately deliver to OSP all OSP property (including without limitation any Work or Work Products for which OSP has made payment in whole or in part) that is in the possession or under the control of Grantee in whatever stage of development and form of recordation such OSP property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Grantee shall immediately cease all activities under this Agreement, unless OSP expressly directs otherwise in such notice of termination. Upon OSP request, Grantee shall surrender to anyone OSP designates, all documents, research or objects or other tangible things needed to complete the Work and the Work Products.

V. Representations and Warranties

Grantee represents and warrants to OSP as follows:

- A. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- B. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency or any provision of Grantee's articles of incorporation or bylaws and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.
- C. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

The Administering Agency, by signature of its authorized official, hereby acknowledges that he/she has read this Agreement, understands it, agrees to be bound by its terms and conditions (including all references to other documents) and is authorized by Grantee to execute this Agreement on Grantee's behalf. Failure to comply with this Agreement and with applicable State and Federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the Agreement, denial of future grants, and damages to OSP.

Approved by Administering Agency

Signature of Authorized Administering Agency Official

Date

Name/Title

Federal Tax ID Number

State Tax ID Number

Approved by Oregon State Police

Ramona Rodamaker, Administrative Services Director
Oregon State Police
255 Capitol Street NE
Salem, OR 97310
(503) 378-2020 ext. 545

Date

Approved for Legal Sufficiency

(Required for Agreements in excess of \$100,000)

Assistant Attorney General

Date

CERTIFICATION of EEO COMPLIANCE

Grant Award #:	Grant Title (e.g. Byrne, JAG, RSAT):	
Grantee Name (Funded Entity):		
Address:		
Program Period: Beginning Date:	Ending date:	Award Amount: \$
Contact Name, Phone # and Email address:		

The purpose of an Equal Employment Opportunity Plan (EEOP) is to insure full and equal participation of men and women in the workforce regardless of race or national origin. Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP) to prepare, maintain on file, submit for review, and implement an EEOP in accordance with 28 CFR 42.301-308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP for review. Grantees must certify that they comply with, or are not covered by, EEOP regulations. It is the responsibility of Oregon State Police (OSP) to monitor grantee compliance with these requirements.

Grantees must prepare, implement, and maintain an EEOP related to employment practices affecting minority persons and women if all of the following are true:

- 1) have 50 or more employees; **and**
- 2) received \$25,000 or more in Federal grant funds, **and**
- 3) have a service population with a minority representation of 3 percent or more (if less than 3 percent minority representation in service population, an EEOP must still be prepared, but related to employment practices affecting women only).

If a grantee meets criteria 1 and 3, and has received a single award of \$500,000 (or \$1 million within an 18-month period) an EEOP must be filed with the Office for Civil Rights, Office of Justice Programs for review.

Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION** (A, B, C1 or C2 below) that applies to this grantee agency over the period of time that includes the program period referenced above.

- CERTIFICATION A: NO EEOP IS REQUIRED if (1), (2) or (3), below, apply.** Check (1), (2) and/or (3) as they apply to your entity. (More than one may apply.)

This funded entity has not been awarded more than \$1 million cumulatively from *all* programs administered by the U.S. Department of Justice, including this grant from Criminal Justice Services of the Oregon State Police, over the period of time that includes the above program period and

- is an educational, medical or non-profit organization institution or an Indian tribe; and/or
- has less than 50 employees; and/or
- was awarded less than \$25,000 in Federal U.S. Department of Justice funds through the grant referenced above.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et seq.

- CERTIFICATION B: EEOP MUST BE ON FILE**

This funded entity, a for-profit entity or a state or local government having 50 or more employees, was awarded more than \$25,000, but less than \$500,000 in Federal U.S. Department of Justice funds through the grant referenced above. Also, it has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice, including the grant referenced above, over the period of time that includes the above program period.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Oregon State Police or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.

CERTIFICATION C1: EEOP MUST BE SUBMITTED

This funded entity, a for-profit entity or a state or local government having 50 or more employees, was awarded more than \$500,000 in Federal U.S. Department of Justice funds through the grant referenced above, but it has not been awarded more than \$1 million cumulatively from *all* programs administered by the U.S. Department of Justice, including this grant from the Oregon State Police, over the period of time that includes the above program period.

Therefore, I hereby certify that the funded entity will submit, within 60 days of receipt of award, an EEOP or an EEOP Short Form that will include a section specifically analyzing the grantee agency.

CERTIFICATION C2: EEOP MUST BE SUBMITTED

This funded entity, having 50 or more employees, has been awarded more than \$1 million cumulatively from *all* programs administered by the U.S. Department of Justice, including this grant from the Oregon State Police, over the period that includes the above grant duration period.

Therefore, I hereby certify that the funded entity will submit, within 60 days of receipt of award, an EEOP or an EEOP Short Form that will include a section specifically analyzing the grantee agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

AUTHORIZED OFFICIAL'S CERTIFICATION:

As the Authorized Official for the above grantee, I certify by my signature below that:

I have read and am fully cognizant of our duties and responsibilities under this Certification.

This agency will maintain and submit when required, data to ensure our services are delivered in an equitable manner to all segments of the service population and our employment practices comply with Equal Opportunity requirements, 28 CFR 42.207 and 42.301 et seq.

That the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit a finding to the Oregon State Police, Criminal Justice Services, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 60 days of receipt of award. A copy of this Certification will be provided to the person responsible for reporting civil rights findings of discrimination.

Authorized Official's Signature

Date

Typed Name

Title

* * * * *

This original signed form must be returned to the Oregon State Police, c/o CJC, 885 Summer Street NE, Salem, OR 97301, within 60 days of receipt of award. OSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. Please retain a copy for your records.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: www.ojp.usdoj.gov/ocr/eeop.htm.

AUDIT CERTIFICATION

Grantee Name:					
Grantee Address:					
Contact Name and Title:		Phone #:			
Grant # (s):		Tax ID #:		Fiscal Period End Date:	

Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A133, *Audits of States, Local Governments, and Non-Profit Organizations*.

Non-Federal entities that expend less than \$500,000 in a year in Federal awards are exempt from Federal audit requirements for that year. Records must be available for review or audit by officials of the Federal agency, OSP, and General Accounting Office (GAO).

Please complete the appropriate section below and submit the completed and signed form and required documentation **within 60 days after the end of your fiscal year to:**

Oregon State Police c/o CJC
 855 Summer Street NE, Salem, Oregon 97301
 Fax # (503) 378-4861

Section A: Organization subject to the requirements of OMB Circular A-133

Please check one of the following and provide all appropriate documents:

- I hereby certify that for the fiscal year ended ____ (date):
1. The auditor's report on financial data states that the audited information is fairly stated in all material respects; and
 2. The administration of our Federal projects has been audited in accordance with OMB Circular A-133 and there were no material instances of noncompliance with Federal laws and regulations or reportable conditions; and
 3. There were no findings of noncompliance in the audit report that are specifically related to the subrecipient award(s); and
 4. Management has addressed the resolution of previous-year findings from prior audit reports if related to the subrecipient award(s).

Auditor's report filed on ____ (date). **Enclosed is a copy of the audit report.**

- We have completed our OMB Circular A-133 audit for the fiscal year ended ____ (date), and material noncompliance issues and/or reportable conditions were noted. **Enclosed is a copy of the audit report and our response.**
- We have not completed our OMB Circular A-133 audit for the fiscal year ended ____ (date). We expect the audit to be completed by ____ (date). Within thirty (30) days of completion of the A-133 audit we will provide a new Audit Certification along with the audit report and response (if applicable).

Section B: Organization NOT subject to the requirements of OMB Circular A-133

Our organization is not subject to the requirements of OMB Circular A-133 because we (please check one of the following):

- Did not expend \$500,000 or more of Federal funds during the fiscal year (complete Federal funds expenditure chart below).
- Are a for-profit organization.
- Are exempt for other reasons (explain):

Federal Grantor	Pass-through Grantor	Program Name	CFDA Number	Expenditures
Total Federal Expenditures for this Fiscal Year				

Failure to submit this or a similar statement, or failure to submit a completed single audit package as required by the required due date may result in suspension of funding and may affect eligibility for future funding.

 Authorized Signature

 Printed Name

 Title

Oregon State Police