

SUBAWARD INFORMATION

Federal Award Identification	U.S. Department of Justice (US DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA)
Subrecipient	City of Fresno
Subrecipient's Unique Entity Identifier	071887855
Subaward Number and Project Title	15PBJA-21-GG-03005-GUNP Implement PSN grant activities in the Eastern District of California
Federal Award Identification Number (FAIN)	15PBJA-21-GG-03005-GUNP
Federal Award Date	12/8/2021 -- 9/30/2024
Subaward Period of Performance Start and End Dates	10/01/2021 – 09/30/2024
Subaward Budget Period Start and End Dates	10/01/2021 – 09/30/2024
Amount of Federal Funds Obligated by this action by SANDAG to the Subrecipient	\$374,046
Total Amount of Federal Funds Obligated to the Subrecipient by SANDAG including the current financial obligation	\$374,046
Total Amount of the Federal Award committed to the Subrecipient by SANDAG	\$374,046
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	This project is supported under Fiscal Year 2021 (BJA – Project Safe Neighborhoods Award) 34 USC 60701-05. Project Safe Neighborhoods (PSN) is designed to create and foster safer communities through a sustained reduction in violent crime. The program's effectiveness depends upon the ongoing coordination, cooperation, and partnerships of local, state, tribal, and federal law enforcement agencies and community organizations working together with the communities they serve — engaged in a unified approach coordinated by the U.S. Attorney (USA) in all 94 districts.
Federal awarding agency	U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA)
Fiscal Agent and contact information of awarding official	San Diego Association of Governments 401 B Street, Suite 800 San Diego, CA 92101 (619) 699-1900 grantsapplication@sandag.org
Catalog of Federal Domestic Assistance (CFDA)	16.609 – Project Safe Neighborhoods
Is this Subaward for Research and Development?	No
Indirect cost rate for the Federal award per 2 CFR 200.414	N/A

FY 2021 PROJECT SAFE NEIGHBORHOODS
SUBAWARD GRANT AGREEMENT
BETWEEN THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND CITY OF FRESNO POLICE DEPARTMENT

AGREEMENT NO. S1132493

This Subaward Grant Agreement No. S1132493 (AGREEMENT), executed as of the date of the last signature shown on the signature page, is between the San Diego Association of Governments, 401 B Street, Suite 800, San Diego, California 92101 (SANDAG), and City of Fresno Police Department, 2600 Fresno Street, Fresno, CA, 93721 (hereinafter referred to as "SUBRECIPIENT"). SANDAG and SUBRECIPIENT are also hereinafter collectively referred to as "the Parties."

RECITALS

WHEREAS, City of Fresno Police Department submitted a proposal in response to the Office of the United States Attorney (USAO), Eastern District of California solicitation for innovative, multi-disciplinary, multi-agency approaches to address violent crime through the cultivation of collaborative relationships; and

WHEREAS, SANDAG is the fiscal agent of the grant for the FY 2021 Project Safe Neighborhood (PSN), (CFDA Number 16.609) (the "Master Agreement" or "Grant") from the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA);

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. GRANT AWARD AND TERM OF AGREEMENT

- A.** The total amount payable to SUBRECIPIENT pursuant to this AGREEMENT by SANDAG shall not exceed the amount shown on the first page of this AGREEMENT (Fund Limit). It is agreed and understood that this Fund Limit is a ceiling and that SANDAG will only reimburse the allowable cost of services actually rendered in accordance with the AGREEMENT. The actual amount reimbursed by SANDAG may be less than the Fund Limit.
- B.** The effective date is the Subaward Period of Performance Start Date shown on the first page of this AGREEMENT. SANDAG authorizes RECIPIENT to begin working on the Project, and SUBRECIPIENT agrees to undertake Project work, promptly after receiving a written Notice to Proceed from SANDAG. SUBRECIPIENT shall not proceed with the Project, and shall not be eligible to receive payment for work performed, prior to SANDAG issuance of a written Notice to Proceed.
- C.** This AGREEMENT shall terminate on the Subaward Period of Performance End Date shown on the first page of this AGREEMENT unless it is amended in writing by the Parties.

II. NOTIFICATION OF PARTIES

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

SANDAG: San Diego Association of Governments
Attention: Dr. Octavio Rodriguez Ferreira
401 B Street, Suite 800
San Diego, CA 92101
octavio.rodriquezferreira@sandag.org

SUBRECIPIENT: City of Fresno Police Department
Attention: Lt. Andre Benson
M: P.O. Box 1271, Fresno 93715-1271
P: 2323 Mariposa Mall, Fresno, 93721
Andre.benson@fresno.gov

III. SCOPE OF PERFORMANCE

- A. SUBRECIPIENT agrees to complete the Project as described in the Statement of Work attached as Exhibit A to this AGREEMENT using the awarded federal funds provided under the AGREEMENT solely for the Project.
- B. This AGREEMENT was awarded based on the application submitted by SUBRECIPIENT with the intention that the awarded funds would be used to implement the Project as described in the Statement of Work. Any substantive deviation from the Statement of Work must be approved in advance by written amendment if grant funds are to be used for such changes. If SUBRECIPIENT believes substantive changes need to be made to the Project, SUBRECIPIENT will immediately notify SANDAG in writing. SANDAG will then determine whether the Project is still consistent with the overall objectives of the relevant federal funding program and whether the changes would have negatively affected the Project ranking during the grant application process. SANDAG reserves the right to have AGREEMENT funding withheld or refunded due to substantive Project changes.
- C. SUBRECIPIENT shall make diligent and timely progress toward completion of the Project within the timelines set forth in the Project Schedule, if any, included in the Statement of Work.
- D. In the event SUBRECIPIENT encounters or anticipates difficulty in meeting the Project Schedule, SUBRECIPIENT shall immediately notify SANDAG in writing and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which SUBRECIPIENT expects to complete performance. SUBRECIPIENT's notification shall be informational in character only and SANDAG's receipt of it shall not be construed as a waiver by SANDAG of a project delivery schedule or date, or any rights or remedies provided by this AGREEMENT.

IV. APPLICABILITY OF PART 200 UNIFORM REQUIREMENTS

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

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

Record retention and access: Records pertinent to the award that SUBRECIPIENT must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which SUBRECIPIENT must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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

V. COMPLIANCE WITH DOJ GRANTS FINANCIAL GUIDE

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

VI. COMPLIANCE WITH GENERAL APPROPRIATIONS LAW RESTRICTIONS ON THE USE OF FEDERAL FUNDS (FY 2021)

SUBRECIPIENT, and its subrecipients at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

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

VII. RECLASSIFICATION OF VARIOUS STATUTORY PROVISIONS TO A NEW TITLE 34 OF THE UNITED STATES CODE

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

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

VIII. FUNDING REQUIREMENTS

- A.** It is mutually understood between the parties that this AGREEMENT may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the AGREEMENT was executed only after ascertaining the availability and appropriation of funds.
- B.** This AGREEMENT is valid and enforceable only if sufficient funds are made available to SANDAG by the United States Government for the purpose of this Project. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the SANDAG Board of Directors, Congress or the State Legislature that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C.** It is mutually agreed that, if the Congress does not appropriate sufficient funds for the program and Project, this AGREEMENT shall be amended to reflect any reduction in funds.
- D.** SANDAG has the option to void this AGREEMENT under the termination clause or to amend this AGREEMENT to reflect any reduction of funds. In the event of an unscheduled termination, SANDAG may reimburse or offset SUBRECIPIENT costs in accordance with the provisions of this AGREEMENT.

IX. PAYMENT

- A.** The method of payment for this AGREEMENT will be based upon actual allowable costs. SANDAG will reimburse SUBRECIPIENT for expended actual allowable direct and indirect costs, including, but not limited to, labor costs, employee benefits, and travel and third-party contract costs incurred by SUBRECIPIENT in performance of the Project work, not to exceed the Fund Limit set forth in this AGREEMENT.
- B.** A subrecipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise SANDAG and OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

- C. Federal funds must be used to supplement existing State and local funds for program activities and must not supplant (replace) those funds that have been appropriated for the same purpose.
- D. SUBRECIPIENT, and its subrecipients at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

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

- E. Reimbursement of SUBRECIPIENT expenditures will be authorized only for those allowable costs actually incurred by SUBRECIPIENT in the performance of the Project work. SUBRECIPIENT must have incurred the expenditures on or after receiving the SANDAG Notice to Proceed and before the Termination Date of this AGREEMENT, and also must have paid for those costs to claim any reimbursement.
- F. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
- G. With respect to any award of more than \$250,000 made under a solicitation, a recipient may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. The 2021 salary table for SES employees is available on the [Office of Personnel Management website](#).

OJP does not apply this limitation on the use of award funds to the nonprofit organizations listed in Appendix VIII to 2 C.F.R. Part 200. See the DOJ Financial Guide for more information on Employee Compensation.

- H. SUBRECIPIENT shall submit invoices no more frequently than monthly, and no less frequently than every 90 calendar days. SANDAG will reimburse SUBRECIPIENT for all allowable Project costs no more frequently than monthly, and no less frequently than every 90 calendar days, in arrears as promptly as SANDAG fiscal procedures permit upon receipt of itemized signed invoices. The standardized SUBRECIPIENT invoice and reporting forms will be provided by SANDAG. Invoices shall reference this AGREEMENT, and shall be signed and submitted to SANDAG at the following address or as may be otherwise indicated by SANDAG in the event it transitions to an electronic invoicing process:

San Diego Association of Governments
Attention: Kevin Fischer
401 B Street, Suite 800
San Diego, CA 92101
kevin.fischer@sandag.org

X. COST PRINCIPLES

- A.** SUBRECIPIENT agrees to comply with 2 CFR 200, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements and the DOJ Grants Financial Guide, as applicable.
- B.** Any Project costs for which SUBRECIPIENT has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200 or the DOJ Grants Financial Guide are subject to repayment by SUBRECIPIENT to SANDAG by offset or other means approved by SANDAG. Should SUBRECIPIENT fail to reimburse moneys due SANDAG within 30 calendar days of discovery or demand, or within such other period as may be agreed to in writing between the Parties hereto, SANDAG is authorized to intercept and withhold future payments due SUBRECIPIENT from SANDAG.
- C.** If SUBRECIPIENT currently has other active awards of federal funds, or if SUBRECIPIENT receives any other award of federal funds during the period of performance for this award, SUBRECIPIENT promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, SUBRECIPIENT must promptly notify SANDAG and the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

XI. RESTRICTIONS ON “LOBBYING”

In general, as a matter of federal law, federal funds awarded by OJP may not be used by SUBRECIPIENT, or its subrecipients at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

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

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

XII. INDEMNIFICATION AND LIABILITY

- A.** Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties to this AGREEMENT or effect the legal liability of either party to the AGREEMENT by imposing any standard of care with respect to operation, maintenance, or repair different from the standard of care imposed by law or this AGREEMENT. In connection with the

Project, SUBRECIPIENT agrees that SANDAG shall not be subject to any obligations or liabilities to any subrecipient, or other person or entity that is not a party to this AGREEMENT. Notwithstanding that SANDAG may have concurred in or approved any subaward or contract at any tier, SANDAG has no obligations or liabilities to any entity other than the SUBRECIPIENT, including any subrecipient at any tier.

- B. Neither SANDAG nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by SUBRECIPIENT or its subrecipients or subcontractors under or in connection with any work, authority, or jurisdiction arising from or related to this AGREEMENT. SUBRECIPIENT, its subrecipients and subcontractors shall fully defend, indemnify, and save harmless SANDAG, its officers and employees from all claims, suits, or actions of every name, kind, and description occurring by reason of anything done or omitted to be done by SUBRECIPIENT, its subrecipients and subcontractors under or in connection with any work, authority, or jurisdiction arising under this AGREEMENT.

XIII. INSURANCE

SUBRECIPIENT shall procure and maintain, and shall cause its subrecipients to maintain, during the period of performance of this AGREEMENT, and for 12 months following the termination date of this AGREEMENT, policies of insurance from insurance companies authorized to do business in the State of California or the equivalent types and amounts of self-insurance, as follows:

- A. **General Liability.** Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The policy must include an acceptable "Waiver of Transfer Rights of Recovery Against Others Endorsement." The policy must name SANDAG as an additional insured in the endorsement. A deductible or retention may be utilized, subject to approval by SANDAG.
- B. **Automobile Liability.** For personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000. Third-party contractor shall include SANDAG as a loss payee on its policy.
- C. **Workers' Compensation and Employer's Liability.** Policy must comply with the laws of the State of California. The policy must include an acceptable "Waiver of Right to Recover From Others Endorsement".

SUBRECIPIENT shall furnish satisfactory proof by one or more certificates that it has the foregoing insurance. These policies shall be primary insurance as to SANDAG so that any other coverage held by SANDAG shall not contribute to any loss under insurance procured and maintained by SUBRECIPIENT required under this AGREEMENT. Each insurance policy shall contain a clause, which provides that the policy may not be canceled without first giving 30 days' advance written notice to SANDAG. For purposes of this notice requirement, any material change in the policy prior to its expiration shall be considered a cancellation.

SUBRECIPIENT shall maintain sufficient insurance or a self-insurance program approved by SANDAG to cover all casualty losses and ensure the repair or replacement of federally funded Property. In the event a piece of Property is not replaced or repaired, SUBRECIPIENT agrees to transfer any insurance proceeds received to SANDAG for remitting the federal share.

XIV. NON-DISCRIMINATION

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

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

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

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

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

SUBRECIPIENT, and its subrecipients at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

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

SUBRECIPIENT, and its subrecipients at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

- D.** SUBRECIPIENT, and its subrecipients at any tier, shall not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age (over 40), gender identity or expression, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), medical condition, physical or mental disability, genetic information, sexual orientation, marital status, military or veteran status or any other category protected under federal, state or local law. SUBRECIPIENT and its third-party contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT and its third-party contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this AGREEMENT by this reference and are made a part hereof as if set forth in full. SUBRECIPIENT and its third-party contractor shall give

written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- E. SUBRECIPIENT certifies that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, subrecipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- F. SUBRECIPIENT shall include the nondiscrimination and compliance provisions of this Section in all subawards under this AGREEMENT.
- G. SUBRECIPIENT shall sign and submit to SANDAG the following forms attached to this AGREEMENT, prior to, or concurrently with, this AGREEMENT: "Certificate of Nondiscrimination Assurances," and "Equal Employment Opportunity Certificate of Compliance."

XV. ALL SUBAWARDS MUST HAVE SPECIFIC FEDERAL AUTHORIZATION

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

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

Although SUBRECIPIENT may delegate any or almost all Project responsibilities to one or more subrecipients at any tier, SUBRECIPIENT agrees that it, rather than any subrecipients, is ultimately responsible for compliance with all applicable laws, regulations, and this AGREEMENT.

XVI. PURCHASES BY SUBRECIPIENT

- A. Prior authorization in writing by SANDAG shall be required before SUBRECIPIENT enters into any non-budgeted third-party contracts exceeding the then-prevailing federal micropurchase threshold for supplies, equipment, or consultant services. SUBRECIPIENT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For the purchase of any item, service, or consulting work not covered in the Statement of Work and exceeding the then-prevailing federal micropurchase threshold, SUBRECIPIENT must competitively bid the work, or the absence of bidding must be adequately justified, and prior authorization must be obtained from SANDAG.
 - 1. Specific to procurement contracts that would exceed the Simplified Acquisition Threshold, SUBRECIPIENT, and its subrecipients at any tier, must comply with all applicable requirements to obtain specific advance approval from the federal funding agency to use a noncompetitive process. This condition applies to agreements that -- for purposes of

federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

2. The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)) and are incorporated by reference here.
- C. SUBRECIPIENT shall maintain ownership of any real or personal property purchased using AGREEMENT funding (Property) and shall use such Property only for the purposes set forth in this AGREEMENT. The parties agree to meet and confer in good faith to ensure the continued use of the Property for the purposes intended.
- D. SUBRECIPIENT shall maintain, or cause to be maintained, the Property at a high level of cleanliness, safety, and if applicable, mechanical soundness, under maintenance procedures, which SUBRECIPIENT must create and implement, consistent with the purposes for which they were intended. SANDAG and the OJP shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and proper maintenance of the Property. SUBRECIPIENT agrees to make all maintenance records available to SANDAG and include as applicable in progress or other reports.
- E. Any Property purchased as a result of this AGREEMENT is subject to the following:
1. SUBRECIPIENT shall maintain an inventory record for each piece of non-expendable Property purchased or built with funds provided under the terms of this AGREEMENT.
 2. The inventory record of each piece of such Property shall include, but not be limited to, the description, I.D. number, acquisition date, cost, grant-funded percentage, grant number, useful life, location, use and condition, disposition action, title holder, and/or any other information necessary to identify said Property. (2 CFR 200).
 3. Non-expendable Property so inventoried are those items of Property that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of Property costing less than \$5,000 shall be inventoried. A copy of the inventory record must be submitted to SANDAG upon request by SANDAG.
- F. 2 CFR 200 requires a credit to Federal funds when participating Property with a fair market value greater than \$5,000 is credited to the Project.

XVII. EMPLOYMENT VERIFICATION FOR HIRING UNDER THE AWARD

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

2. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—
 - a. this award requirement for verification of employment eligibility, and
 - b. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
3. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
4. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

B. Monitoring

SUBRECIPIENT's monitoring responsibilities include monitoring of its subrecipients' compliance with this condition.

C. Allowable costs

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

D. Rules of construction

1. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

2. Employment eligibility confirmation with E-Verify

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

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

4. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
5. Nothing in this condition, including in the paragraph titled "Employment eligibility confirmation with E-Verify", shall be understood to relieve any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).
6. Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.
7. Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

XVIII. ETHICS

A. Written Code of Conduct

SUBRECIPIENT agrees to maintain a written code of conduct or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of subawards or contracts supported with funding provided under this AGREEMENT. SANDAG has established policies concerning potential conflicts of interest. These policies apply to SUBRECIPIENT.

B. Conflicts of Interest

For all awards by SANDAG or SUBRECIPIENT, any practices which might result in unlawful activity are prohibited including, but not limited to, rebates, kickbacks, or other unlawful considerations. SANDAG and SUBRECIPIENT staffs are specifically prohibited from participating in the selection process for a procurement when those staff have a close personal relationship, family relationship, or past (within the last 12 months), present, or potential business or employment relationship with a person or business entity seeking a contract. It is unlawful for any contract to be made by SANDAG or SUBRECIPIENT if one of their respective board members or staff has a prohibited financial interest in the contract. Staff are also prohibited from soliciting or accepting gratuities from any organization seeking funding from SANDAG or SUBRECIPIENT. Neither SANDAG nor SUBRECIPIENT's officers, employees, agents, and board members shall solicit or accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

By signing this AGREEMENT, SUBRECIPIENT affirms that it has no knowledge of an ethical violation by SANDAG or SUBRECIPIENT staff. If SUBRECIPIENT has any reason to believe a conflict of interest exists with regard to the AGREEMENT or the Project, it should notify the SANDAG Office of General Counsel immediately.

C. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

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

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

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

D. Restrictions and Certifications Regarding Non-disclosure Agreements and Related Matters

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

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

1. In accepting this award, SUBRECIPIENT--
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If SUBRECIPIENT does or is authorized under this award to make subawards, procurement contracts, or both--
 - a. it represents that--

- i. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

E. Compliance with 41 U.S.C. 4712 (Including Prohibitions on Reprisal; Notice to Employees)

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

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

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

XIX. RECORDS RETENTION AND AUDITS

- A. SUBRECIPIENT and its subrecipients at any tier shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of SUBRECIPIENT, and its third-party contractors at any tier shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of SUBRECIPIENT and its subrecipients at any tier connected with Project performance under this AGREEMENT shall be maintained for a minimum of three years from the date of the SANDAG final payment to SUBRECIPIENT and shall be held open to inspection, copying, and audit by representatives of SANDAG and auditors representing the federal government. Copies

thereof will be furnished by SUBRECIPIENT and its subrecipients at any tier upon receipt of any request made by SANDAG or its agents.

- B. SUBRECIPIENT and its subrecipients at any tier will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by SANDAG for the purpose of any investigation to ascertain compliance with this AGREEMENT.
- C. SUBRECIPIENT understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) SUBRECIPIENT does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

XX. HIGH-RISK GRANTEE LIST

- A. If SUBRECIPIENT is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, SUBRECIPIENT must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov and SANDAG at the email address specified for receiving notices under this AGREEMENT. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to SUBRECIPIENT's past performance, or other programmatic or financial concerns with SUBRECIPIENT. SUBRECIPIENT's disclosure must include the following: 1. The federal awarding agency that currently designates SUBRECIPIENT high risk, 2. The date SUBRECIPIENT was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- B. SUBRECIPIENT agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if SUBRECIPIENT is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

XXI. MONITORING AND COMPLIANCE

SUBRECIPIENT agrees to comply with SANDAG and OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with SANDAG, BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.

SUBRECIPIENT agrees to provide to SANDAG, BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this AGREEMENT. Further, SUBRECIPIENT agrees to abide by reasonable deadlines set by SANDAG, BJA and OCFO for providing the requested documents.

SANDAG will engage in a formal written process to notify the SUBRECIPIENT of corrective actions needed to come into compliance. If SUBRECIPIENT does not take corrective action or does not come into compliance with the provisions in this AGREEMENT, or fails to cooperate with SANDAG's, BJA's, or OCFO's grant monitoring activities, it may result in sanctions affecting SUBRECIPIENT's DOJ awards,

including, but not limited to: withholdings and/or other restrictions on SUBRECIPIENT's access to grant funds; referral to the Office of the Inspector General for audit review; designation of SUBRECIPIENT as a DOJ High Risk grantee; or termination of an award(s).

If SUBRECIPIENT enters into a subaward, the subaward shall contain provisions permitting SANDAG, BJA, or OCFO to perform all monitoring of that subaward in accordance with this AGREEMENT and the Federal Uniform Guidance.

XXII. REPORTS AND DATA COLLECTION

- A.** SUBRECIPIENT must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to SANDAG in the manner (including within the timeframes) specified by SANDAG and/or OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
- B.** SUBRECIPIENT shall submit written progress reports no less frequently than quarterly to allow SANDAG to determine if SUBRECIPIENT is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- C.** SUBRECIPIENT understands and agrees that quarterly Federal Financial Reports (SF-425) and semi-annual performance reports must be submitted through JustGrants (justgrants.usdoj.gov), and that quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
- D.** SUBRECIPIENT also agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this Project.

XXIII. COPYRIGHT; DATA RIGHTS

SUBRECIPIENT acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

SUBRECIPIENT acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of SUBRECIPIENT, and of its subrecipients at any tier, to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

SUBRECIPIENT has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill SUBRECIPIENT's obligations to the Government under this

award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, SUBRECIPIENT shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

XXIV. CONFIDENTIALITY

- A.** SUBRECIPIENT, and its subrecipients at any tier, must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. SUBRECIPIENT further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.
- B.** SUBRECIPIENT, and its subrecipients at any tier, must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). SUBRECIPIENT's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

XXV. COMPLIANCE WITH OTHER AWARD REQUIREMENTS

- A.** RECIPIENT represents and warrants to SANDAG that it has all necessary licenses, permits, qualifications and approvals, of whatever nature, that are legally required for it to operate legally. RECIPIENT further represents and warrants to SANDAG that it shall keep in effect at all times during the term of this AGREEMENT any licenses, permits, and approvals that are required for it to perform under this AGREEMENT.
- B.** OJP Training Guiding Principles

Any training or training materials that SUBRECIPIENT, or its subrecipients at any tier, develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.
- A.** SUBRECIPIENT agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at SUBRECIPIENT's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of

the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

B. Media and Community Outreach Coordination

SUBRECIPIENT agrees to submit to SANDAG, which will forward to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects.

C. Any website that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

D. Safe Policing and Law Enforcement Subrecipients

If SUBRECIPIENT is a State, local, college, or university law enforcement agency, it affirms that it has been certified by an approved independent credentialing body or has started the certification process. This requirement also applies to subrecipients at any tier which are a State, local, college, or university law enforcement agency. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

E. Determination of Suitability to Interact with Participating Minors

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

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

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

F. Encouragement of Policies to Ban Text Messaging While Driving

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

G. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (Including Reporting Requirements and OJP Authority to Terminate Award)

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

The details of SUBRECIPIENT's obligations pertaining to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

H. Required Attendance at BJA-sponsored Events

SUBRECIPIENT, and its subrecipients at any tier, must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

I. SUBRECIPIENT agrees to comply with the requirements of 28 CFR Part 46 and all other DOJ/OJP policies and procedures regarding the protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board (IRB) approval, if appropriate.

J. SUBRECIPIENT agrees to coordinate the Project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. SUBRECIPIENT also is encouraged to coordinate with other community justice initiatives, and other ongoing, local gun prosecution and law enforcement strategies.

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

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

XXVI. CHANGES IN TERMS OR CONDITIONS

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the Parties.
- B. SUBRECIPIENT agrees to notify SANDAG immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect SUBRECIPIENT's ability to perform the Project in accordance with the terms of this AGREEMENT. SUBRECIPIENT also agrees to notify SANDAG immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect SANDAG interests in the Project or SUBRECIPIENT's ability to carry out the Project; and agrees to inform SANDAG, also in writing, before naming SANDAG as a party to litigation for any reason, in any forum. At a minimum, SUBRECIPIENT agrees to send each notice to SANDAG required by this subsection to the SANDAG Office of General Counsel.

XXVII. REQUIREMENTS OF THE AWARD; REMEDIES FOR NON-COMPLIANCE OR FOR MATERIALLY FALSE STATEMENTS

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

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

By signing and accepting this award on behalf of SUBRECIPIENT, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of SUBRECIPIENT that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full in the AGREEMENT, a condition incorporated by reference, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to SUBRECIPIENT and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

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

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

XXVIII. DISPUTES

- A. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be finally decided by the SANDAG Chief Executive Officer or delegate, who may or may not consider any written or verbal evidence submitted by SUBRECIPIENT, in the Chief Executive Officer's or delegate's sole discretion.
- B. Neither the pendency of a dispute nor its consideration by SANDAG will excuse either party from full and timely performance in accordance with the terms of the AGREEMENT.
- C. The above dispute resolution procedure does not apply in the event of a dispute resulting in termination of this AGREEMENT, in which case the procedures set forth in the Part 200 Uniform Requirements or the DOJ Grants Financial Guide take precedence.

XXIX. EARLY TERMINATION OF THIS AGREEMENT

A Federal award may be terminated in whole or in part as follows:

- By the DOJ awarding agency or SANDAG for failure to comply with the terms and conditions of an award;
- By the DOJ awarding agency or SANDAG for cause;
- By the DOJ awarding agency or SANDAG with consent of the SUBRECIPIENT, in which case the two parties must agree upon termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
- By the SUBRECIPIENT upon sending the DOJ awarding agency or SANDAG written notification including the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if the DOJ awarding agency determines that partial termination of the award will not accomplish the purposes for which the award was made, then DOJ may terminate the award in its entirety.

The awarding agency or SANDAG will provide SUBRECIPIENT with notice of termination. If the award is terminated for failure to comply with the statutes, regulations, or terms and conditions of the award, the termination decision may be considered in evaluating future applications received from SUBRECIPIENT.

When an award is terminated or partially terminated, SUBRECIPIENT remains responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

XXX. PROJECT CLOSE OUT

The Subaward Period of Performance End Date of this AGREEMENT refers to the last date for SUBRECIPIENT to incur valid Project costs or credits. SUBRECIPIENT has 60 days after the termination date of this AGREEMENT to make final allowable payments to its subrecipients or subcontractors, prepare and submit Project closeout reports, and submit the final invoice to SANDAG for reimbursement for allowable Project costs. Any unexpended Project funds invoiced after 90 days post the termination date of this AGREEMENT will be forfeited and will no longer be accessible by SUBRECIPIENT to reimburse for Project expenses. See the requirements in 2 C.F.R. § 200.343 (Closeout) and the DOJ Grants Financial Guide for additional information.

XXXI. RELATIONSHIP OF PARTIES

It is expressly understood that this AGREEMENT is executed by and between two independent entities and that this is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

XXXII. INTEGRATION AND SEVERABILITY

This AGREEMENT represents the entire understanding of SANDAG and SUBRECIPIENT as to those matters contained in it. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may not be modified or altered except in writing, signed by SANDAG. If any provision of the AGREEMENT is determined invalid, the remainder of the AGREEMENT shall not be affected if that remainder would continue to conform to the requirements of applicable laws or regulations. All Attachments to this AGREEMENT are hereby incorporated as though set forth in full herein.

XXXIII. FORCE MAJEURE

Either party is excused from performance hereunder if such non-performance results from acts of God, epidemics, war, riots, acts of governmental authorities, or any other cause that could not have been overcome by the exercise of due diligence or planning by the non-performing party. In the event of the occurrence of a force majeure event, the party unable to perform shall promptly notify the other party within five calendar days and provide an explanation describing why the inability to perform is not due in whole or in part to its actions or inaction. It shall further pursue its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

XXXIV. SURVIVAL

The rights, obligations and conditions set forth in the Sections of this AGREEMENT entitled Indemnification and Liability, Insurance, Notices, Cost Principles, and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this AGREEMENT, shall survive until the last applicable statute of limitations expires.

XXXV. WAIVER

Neither the SANDAG review, approval, or acceptance of, nor payment for, any of the work required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT by SANDAG.

XXXVI. NO THIRD PARTY RIGHTS

The federal government shall not be subject to any obligations or liabilities to any third-party contractor or any other person not a party to the agreement between SANDAG and the DOJ awarding agency. Notwithstanding any concurrence provided by the federal government in or approval of any solicitation, subagreement, or third-party contract, the federal government continues to have no obligations or liabilities to any party, including SUBRECIPIENT or any other third-party contractor.

XXXVII. ATTACHMENTS

The following attachments are incorporated into and are made part of this AGREEMENT by this reference and attachment. In the event of conflicting provisions, the following order of precedence will apply: (1) Part 200 Uniform Requirements; (2) DOJ Grants Financial Guide; (3) the body of this AGREEMENT excluding attachments; and (4) the attachments to this AGREEMENT.

- Statement of Work
- Project Schedule
- Project Budget
- Indirect Cost Rate Certification Form
- Certificate of Nondiscrimination Assurances
- Equal Employment Opportunity Certificate of Compliance

XXXVIII. SIGNATURES

The persons below assert that they are authorized to execute this AGREEMENT and have executed it as of the date of the last signature below. This AGREEMENT may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. The parties hereby agree to the use of electronic signatures to create mutually binding contractual agreements.

SAN DIEGO ASSOCIATION OF GOVERNMENTS

CITY OF FRESNO POLICE DEPARTMENT

E-SIGNED by Cindy Burke
on 2023-02-03 19:12:44 GMT

E-SIGNED by Paco Balderrama
on 2023-02-03 17:43:24 GMT

Cindy Burke
Senior Director, Data Science

Paco Balderrama
Chief of Police

APPROVED AS TO FORM:

APPROVED AS TO FORM:

E-SIGNED by Samantha Foulke
on 2023-02-03 18:25:47 GMT

E-SIGNED by Pauline Brickey
on 2023-02-03 17:25:08 GMT

Office of General Counsel

Deputy City Attorney

Statement of Work

Program Description

Fresno Police Department will implement operations that consists of existing initiatives, such as the PSN Task Force, integrating new initiatives including wire technology, dedicated jail beds for gang/gun offenders, and a youth development program. The long-term interception of electronic transmissions (Wire) investigations will focus on intercepting and monitoring communications to investigate criminal activity of the most violent, active, and influential gang members of the largest gangs in Central California including the Fresno Bulldogs, the TWAMP, and MUGG gangs. When investigations have concluded, meetings will occur regarding prosecution by either Federal, State, or a combination of both where the interception of electronic transmissions (Wires) devices have been proven to be an effective tool that benefits the investigations which often result in significant years in prison for gang member leaders who are responsible for committing violent shootings and homicides and/or ordering the violence to occur. When gang leaders and/or influential members are prosecuted, these gangs are hurt significantly in their leadership and lose influence.

Specifically, PSN funds will be used to pay for law enforcement personnel who will oversee carrying out the wire investigations and District Attorneys who will be prosecuting individuals who were arrested as a result of the wire investigations; equipment necessary to carry out the investigations includes wiretaps, pings, and pin registers.

Objectives

The goals and deliverables for this program implemented by Fresno Police Department are the following:

- **Goal 1:** Create a safer neighborhood for residents of the target area within the City of Fresno by reducing gun violence and gun crime, and sustaining that reduction through the long-term investigations using wires
 - Activity/Deliverable 1: Respond to data driven target zones with enforcement operations on gang members, "hot spots", and "hot people" based on analysis of FPD Crime Specialist
- **Goal 2:** Reduce the occurrence of violent gang-related incidents through both reactive and proactive efforts supported by enforcement planning coordinated with federal, state, and local law enforcement and informed by data and real-time intelligence & reduce the occurrence of youth gang-related incidents and increase positive outcomes for youth at high risk for gang involvement
 - Activity/Deliverable 1: Identify violent gangs/gang members
 - Activity/Deliverable 2: Provide update on results of gang operations
 - Activity/Deliverable 3: Execute agreement with community-based organization providing services for reducing gun and gang violence to our youth

Program Design and Implementation

The funding from this grant will address a comprehensive strategy which will synchronize several different initiatives, with a focus on intelligence-based policing already in-place at the Multi-Agency Gang Enforcement Consortium (MAGEC). These strategies include confidential informants who meet FPD Policy 608, receiving direct information and from residents who reside in these affected areas. Dedicated beds in the Fresno County Jail (FCJ) for violent gun/gang offenders, coordinated enforcement and prosecution via the existing Fresno Project Safe Neighborhoods (PSN) task force, training for law enforcement and the community, intensive intel-based law enforcement operations in the target areas, overtime for gang operations and long-term gang shooting and homicide investigations (Interceptions of Wire and Electronic Communications).

Project Budget

Budget Summary							
Budget Category	Year 1		Year 2		Year 3		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$80,682	\$0	\$80,682	\$0	\$80,682	\$0	\$242,046
B. Equipment	\$44,000	\$0	\$44,000	\$0	\$44,000	\$0	\$132,000
Total Direct Costs	\$124,682	\$0	\$124,682	\$0	\$124,682	\$0	\$374,046
Total Project Costs	\$124,682	\$0	\$124,682	\$0	\$124,682	\$0	\$374,046

Budget Detail - Year 1								
<i>Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N</i>								
A. Personnel								
Name	Position	Computation						
<i>List each name, if known.</i>	<i>List each position, if known.</i>	<i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
Multiple Detectives	Police Detective	\$66.94	yearly	907	100%	\$60,682		\$60,982
Multiple District Attorney's	Prosecutor	\$102.44	yearly	195	100%	\$20,000	\$0	\$20,000
Total(s)						\$80,682	\$0	\$80,682
Narrative								
<p>The long-term interception of electronic transmissions (Wire) investigations have been proven to be extremely effective and reduce shootings and homicides. These long-term investigations are a collaborative effort with Local, State, and Federal Agencies. These operations will focus on the most violent, active, and influential gang members. These gang members are often responsible for committing these violent shootings and homicides and/or ordering the violence to occur. These continue to be our most difficult cases to investigate due to witnesses and surviving witnesses not willing to come forward due to fear of retaliation. These investigations will also include shootings in which we have innocent victims, children, multiple victims, or influential gang members shot or killed. The aforementioned cases often involve a high volume of retaliation shootings. Once the cases have concluded, meetings will occur regarding prosecution by either Federal, State, or a combination of both. These devices proven to benefit our goals and objectives by reducing shootings and homicides in our city. Gangs are driven by the most violent and influential members and when those members are arrested and prosecuted the leadership is lost. In addition, these long-term investigations often result in significant years in prison.</p> <p>During the past few years, Fresno has been plagued with gang related shootings and homicides. We have continually tried to prevent these shootings with multiple operations and gang related search warrants. We have recovered hundreds of weapons and made hundreds of arrests; however, the shootings and homicides continue. Wire operations have proven to be an effective tool to reduce these violent shootings and homicides. In addition, in 2021, the California State Legislature passed AB333, which substantially altered the STEP act to make gang prosecution more challenging. Several changes in AB333 demand in-dept gang evidence of a sort difficult to gather without electronic interception. Specifically:</p>								

Gang predicates must now be shown to be for the benefit of a gang, requiring an analysis of the motive of past cases. Wiretap investigations provide motive by correctly identifying rivalries and trends at the time a case occurs, and by explaining benefit in gang members' words.

Gang predicates must now be recent, usually within three years, and so relying on one "big investigation" into a gang every decade or so is not sufficient to keep predicates fresh. More frequent, smaller investigations allow investigators to maintain fresh predicates on groups of allied gangs.

Gang predicates must show collective action, which requires an understanding of the "invisible partners" in gang crimes. For example, on a recent wiretap investigation, street gang members were heard discussing how guns in the possession of individual gang members were available for use by the entire gang, showing how a single gang member's firearm possession collectively benefits the gang.

B. Equipment					
Item	Computation				
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>				
30-day wire	20	\$900.00	\$18,000		\$18,000
30-day ping	20	\$900.00	\$18,000		\$18,000
Pin Registers	10	\$800.00	\$8,000		\$8,000
		Total(s)	\$44,000	\$0	\$44,000

Narrative

The interception electronic transmission devices (wires) will be utilized once per year for long-term investigations. The wires will be utilized by members of MAGEC, DA's Office and other law enforcement agencies who are part of the investigation. The long-term investigations usually last approximately four to six weeks, however, the process is very involved and as a result only one can be utilized per year.

- Wiretaps: Give us the ability to live intercept (audio and visual) the target telephones/Social Media lines. Trained monitors listen to calls that come in to determine whether the calls are pertinent to the case or if they are non-pertinent. Text messages are also able to be seen as well. Wiretaps are so important in many cases because they give the investigators a recorded confession or it will lead them in the direction of the person that did the crime or anyone that participated that was unknown. It can help break a case wide open. Each Court Order for a wiretap is for 30 days at a time and they must be extended for another 30 days if the line is important.
- Pings: Give the investigators a location of the target device every 15 minutes. It allows the investigators to see which Cell tower the device is hitting off. Pings are extremely important to establish patterns of activity for the targets, areas they may work or live in, areas they frequent at specific times of the day, and when they are in the area of a crime scene. Pings are authorized by a Search Warrant and are good for 30 days. You must re-up them, if they are needed at the 30-day mark.
- Pen Registers: Pen Registers are records live cell phone records, but there is no audio or text attached. Pen Registers allow investigators to see who the target calls, who calls the target, how long they talk, time of day the targets are active on their phones, and other calling patterns. For example, when a crime occurs and the target is involved, Pen Registers allow investigators to see who the target calls right before and/or right after the crime. Some calls allow us to get cell tower location off of calls which can assist when trying to locate a target. Unlike pings, pen registers only give the cell tower location when a call is made, so it is not as frequent as the pings. Pen Registers are authorized by a Search Warrant and can run on average 30 or 60 days, depending on the need and what the Judge will authorize.

Budget Detail - Year 2								
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N								
A. Personnel								
Name	Position	Computation						
List each name, if known.	List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
Multiple Detectives	Police Detective	\$66.94	yearly	907	100%	\$60,682		\$60,982
Multiple District Attorney's	Prosecutor	\$102.44	yearly	195	100%	\$20,000	\$0	\$20,000
Total(s)						\$80,682	\$0	\$80,682
Narrative								
See Year 1 Narrative								
B. Equipment								
Item	Computation							
List and describe each item of equipment that will be purchased	Compute the cost (e.g., the number of each item to be purchased X the cost per item)							
30-day wire	20			\$900.00		\$18,000		\$18,000
30-day ping	20			\$900.00		\$18,000		\$18,000
Pin Registers	10			\$800.00		\$8,000		\$8,000
Total(s)						\$44,000	\$0	\$44,000
Narrative								
See Year 1 Narrative								

Budget Detail - Year 3								
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N								
A. Personnel								
Name	Position	Computation						
List each name, if known.	List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
Multiple Detectives	Police Detective	\$66.94	yearly	907	100%	\$60,682		\$60,982
Multiple District Attorney's	Prosecutor	\$102.44	yearly	195	100%	\$20,000	\$0	\$20,000
Total(s)						\$80,682	\$0	\$80,682
Narrative								
See Year 1 Narrative								
B. Equipment								
Item	Computation							
List and describe each item of equipment that will be purchased	Compute the cost (e.g., the number of each item to be purchased X the cost per item)							
30-day wire	20			\$900.00		\$18,000		\$18,000
30-day ping	20			\$900.00		\$18,000		\$18,000
Pin Registers	10			\$800.00		\$8,000		\$8,000
Total(s)						\$44,000	\$0	\$44,000
Narrative								
See Year 1 Narrative								

Certificate of Nondiscrimination Assurances

SANDAG Grants Fiscal Agent Certifications

CERTIFIED ASSURANCES

The applicant hereby assures that, if an award is received under the PSN Program, the following requirements will be met:

Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The applicant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Disclosure of Lobbying Activities Requirements (Exception: Indian tribes, organizations, or agencies)

The applicant certifies that no Federal appropriation funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal grant, and the extension continuation, renewal, amendment, or modification of any Federal grant

The applicant further certifies that it will provide a "Disclosure of Lobbying Activities" form if and when any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the PSN Program.

SUPLANTING CERTIFICATION

On behalf of the applicant, I hereby certify that I understand that any Federal funds received as a result of this application must be used to supplement existing funds for program activities and must not supplant those funds that have been appropriated for the same purpose, as funds set forth in the current edition of the Office of Justice Programs [Financial Guide](#). Further, supplanting shall be reviewed during the application process, post-award monitoring, and project close-out.

If the Grants Management Bureau believes, based upon factual data, that supplanting may have occurred, then the Sub-recipient shall be required to supply documentation demonstrating that the reduction of non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds.

Name of Applicant / Fiscal Agent



Signature of Certifying Official

PACO BALDERRAMA

Printed Name of Certifying Official

CHIEF OF POLICE

Title of Certifying Official

1-31-22

Date

Equal Employment Opportunity Certificate of Compliance

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEO) Requirements

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

Recipient's Name: <u>City of Fresno</u>		
Address: <u>2600 Fresno Street, Fresno, CA 93721</u>		
Is agency a: <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?		Law Enforcement Agency? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: <u>071887855</u>	Vendor Number (only if direct recipient)	
Name and Title of Contact Person: <u>TJ Miller, Director of Personnel</u>		
Telephone Number: <u>559.621.6964</u>	E-Mail Address: <u>tj.miller@fresno.gov</u>	

Section A—Declaration Claiming Complete Exemption from the EEO Requirement

Please check all the following boxes that apply.

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

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEO for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.


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

Print or Type Name and Title	Signature	Date
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Section B—Declaration Claiming Exemption from the EEO Submission Requirement and Certifying That an EEO Is on File for Review

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

I, TJ Miller [responsible official], certify that City of Fresno [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEO in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEO and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEO is on file at the following office:
City of Fresno Personnel Services
[organization],
2600 Fresno Street, Fresno, CA 93721
[address].

Print or Type Name and Title	Signature	Date
<u>TJ Miller, Director of Personnel Services</u>		<u>1.28.2022</u>

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

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

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

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

Print or Type Name and Title	Signature	Date
		<u>1.28.2022</u>

