

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$504,524.15 from the fund balance of the 2010 Grant Fund in acceptance of the Solving Cold Cases with DNA Grant from the U. S. Department of Justice.

ORDINANCE #4262, October 25, 2010

INTRODUCED BY James D. Tindall, County Legislator

WHEREAS, the U. S. Department of Justice has awarded the County a grant in the total amount of \$504,524.15, to identify, review, and prioritize homicide and sexual assault cold case crimes in the County, for the period of December 1, 2010, to June 30, 2012; and,

WHEREAS, the grant will be used to identify, review, and prioritize unsolved sex crime cases in the County that have the potential to be solved through DNA technology, while working with the Kansas City, Missouri Police Department Sex Crimes Cold Case Unit and the Kansas City, Missouri Police Crime Laboratory; and,

WHEREAS, this grant requires no local matching funds; and,

WHEREAS, an appropriation is necessary in order to place the grant funds in the appropriate spending accounts; and,

WHEREAS, the County Executive recommends said appropriation; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation from the fund balance of the 2010 Grant Fund be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund			
Solving Cold Cases with DNA Grant			
010-4119	45786 - Increase Revenue	\$504,524	
010-2810	Undesignated Fund Balance		\$504,524
010-2810	Undesignated Fund Balance	\$504,524	
010-4119	55010 - Regular Salaries		\$324,832
010-4119	55040 - FICA		\$ 24,850
010-4119	55050 - Pension		\$ 46,418
010-4119	55060 - Health Insurance		\$ 93,263
010-4119	55070 - Unemployment Insurance		\$ 1,624
010-4119	55110 - Worker's Compensation		\$ 5,197
010-4119	55150 - Long Term Disability		\$ 1,624
010-4119	56140 - Travel		\$ 4,500
010-4119	56360 - Life Insurance		\$ 216
010-4119	56661 - Software		\$ 400
010-4119	58171 - Personal Computer		\$ 1,600

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:

Jim P. Haller
Chief Deputy County Counselor

Jim G. Sinden
Acting County Counselor

I hereby certify that the attached Ordinance, Ordinance #4262 introduced on October 25, 2010, was duly passed on October 25, 2010 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

This Ordinance is hereby transmitted to the County Executive for his signature.

10.25.10
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance #4262.

10/26/2010
Date

Michael D. Sanders
Michael D. Sanders, County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 010 2810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$504,524.00

October 20, 2010
Date

Director of Finance and Purchasing
Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4262

Sponsor(s): James D. Tindall

Date: Oct. 25, 2010

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting an Ordinance appropriating \$504,524.15 from the undesignated fund balance of the 2010 Grant Fund in acceptance of the Solving Cold Cases with DNA Grant awarded to Jackson County by the US Department of Justice.</u></p>												
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$504,524.15</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$504,524.15</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$</td> </tr> <tr> <td>Source of funding (name of fund) and account code number; FROM: 2010 Grant Fund, 010-2810 – Undesignated Fund Balance</td> <td>FROM ACCT 010-2810 \$504,524.15</td> </tr> <tr> <td>TO: 2010 DNA Grant,</td> <td>TO ACCT DNA Grant \$504,524.15</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$504,524.15	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$504,524.15	Amount budgeted for this item * (including transfers):	\$	Source of funding (name of fund) and account code number; FROM: 2010 Grant Fund, 010-2810 – Undesignated Fund Balance	FROM ACCT 010-2810 \$504,524.15	TO: 2010 DNA Grant,	TO ACCT DNA Grant \$504,524.15
Amount authorized by this legislation this fiscal year:	\$504,524.15												
Amount previously authorized this fiscal year:	\$												
Total amount authorized after this legislative action:	\$504,524.15												
Amount budgeted for this item * (including transfers):	\$												
Source of funding (name of fund) and account code number; FROM: 2010 Grant Fund, 010-2810 – Undesignated Fund Balance	FROM ACCT 010-2810 \$504,524.15												
TO: 2010 DNA Grant,	TO ACCT DNA Grant \$504,524.15												
<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): <u>4092</u> <u>3/09</u></p> <p>Prior resolutions and (date):</p>												
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Ted Hunt, 10/6/10</p>												
<p>REQUEST SUMMARY</p>	<p>Requesting an Ordinance appropriating \$504,524.15 from the undesignated fund balance of the 2010 Grant Fund in acceptance of the Solving Cold Cases with DNA Grant awarded to Jackson County by the US Department of Justice. This grant expires 6/30/12.</p> <p>This is an eighteen month no-match grant awarded to the Jackson County Prosecutor's Office by the National Institute of Justice. Funding under this grant will be used to identify, review, and prioritize unsolved sex crimes cases for DNA testing and investigation. These tasks will be accomplished</p>												

through the coordinated and cooperative effort of our partner agencies. These partner agencies are the Kansas City, Missouri Police Department Sex Crimes Cold Case Unit and the Kansas City, Missouri Police Crime Laboratory. The unit will conduct legal and factual review of all unsolved sex crimes in Jackson County that have potential to be solved through the application of DNA technology. This is the second "Solving Cold Cases with DNA" grant award by the National Institute of Justice to the Jackson County Prosecutor's Office. Due to our success under the previous grant period and the existing potential to solve additional cases in the future, the prosecutor's office asked for and received supplemental funding under this grant to add an additional Cold Case Analyst to the unit. This grant begins December / , 2010 and expires June 30, 2012.

Please appropriate \$504,524.15 in the following accounts:

55010 (salary)	\$ 324,831.90
55040 (fica)	24,849.64
55050 (pension)	46,418.48
55060 (insurance)	93,262.50
55070 (unemployment)	1,624.16
55110 (workers comp)	5,197.31
55150 (long term disability)	1,624.16
56140 (travel)	4,500.00
56360 (life insurance)	216.00
56661 (software)	400.00
58171 (computer/printer)	1,600.00

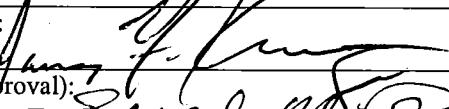
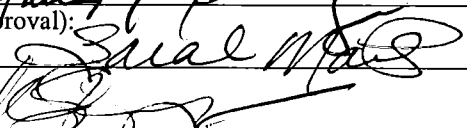
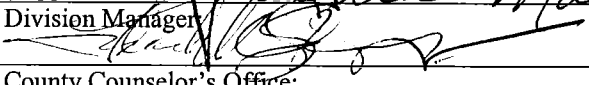
TOTAL \$504,524.15

CLEARANCE

- Tax Clearance Completed (Purchasing & Department)
- Business License Verified (Purchasing & Department)
- Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)

ATTACHMENTS

REVIEW

Department Director:		Date:
Finance (Budget Approval): If applicable		Date: 10/14/10
Division Manager:		Date: 10/14/10
County Counselor's Office:		Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in ____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
010-2810	Grant Fund – Undesignated Fund Balance	\$504,524.15
- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

**JACKSON COUNTY PROSECUTOR'S OFFICE
SOLVING COLD CASES WITH DNA
BUDGET DETAIL WORKSHEET**

A. PERSONNEL

<u>NAME/POSITION</u>	<u>COMPUTATION</u>	<u>COST</u>
Assistant Prosecuting Attorney	\$46,833.00 per annum x 1.5 yrs (18 mos) \$22.52 3 or 6% increase per MOU (Firefighters Union, Local 42)	70,249.50
Assistant Prosecuting Attorney	\$45,483.00 per annum x 1.5 yrs (18 mos) \$21.85 3 or 6% increase per MOU (Firefighters Union, Local 42)	68,224.50
Assistant Prosecuting Attorney	\$42,869.00 per annum x 1.5 years (18 mos) \$20.61 hr	64,303.50
Investigator	\$42,806.40 per annum x 1.5 years (18 mos) \$20.58 hr 3% increase per Carpenters Union	64,209.60
Paralegal	\$38,563.20 per annum x 1.5 years (18 mos) \$18.54 hr 3% increase per Carpenters Union	57,844.80
TOTAL		<u><u>324,831.90</u></u>

B. FRINGE BENEFITS

<u>NAME/POSITION</u>	<u>COMPUTATION</u>	<u>COST</u>
Employer, FICA	\$324,831.90 x 7.65%	24,849.64
Employer, Pension	\$324,831.90 x 14.29%	46,418.48
Employer, Workers Comp	\$324,831.90 x .016%	5,197.31
Employer, Disability	\$324,831.90 x .005%	1,624.16
Employer, Health	5 @ \$12,435 x 1.5 = \$18,652.50 each	93,262.50
Employer, Unemployment	\$324,831.90 x .005%	1,624.16
Employer, Life Insurance	5 @ \$28.80 x 1.5 = \$43.20 each	216.00
TOTAL		<u><u>\$ 173,192.25</u></u>

TOTAL SALARIES AND FRINGE BENEFITS \$ 498,024.15

C. COMPUTER/SOFTWARE	Computer \$1,600.00 Software \$400.00	<u>\$ 2,000.00</u>
D. TRAVEL	Cold Case Training Seminar	<u>\$ 4,500.00</u>
TOTAL		<u><u>\$ 504,524.15</u></u>



US DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT ADJUSTMENT NOTICE

Grantee Information			
Grantee Name:	Jackson County Missouri Prosecutor's Office	Project Period:	01/01/2011 - 06/30/2012
Grantee Address:	415 E. 12th Street 11th Floor Kansas City, 64106	Program Office:	NIJ
Grantee DUNS Number:	80-909-4092	Grant Manager:	Charles Heurich
Grantee EIN:	44-6000524	Application Number(s):	2010-90634-MO-DN
Vendor #:	446000525	Award Number:	2010-DN-BX-K008
Project Title:	Identifying & Investigating Cold Case Crimes in Jackson County.	Award Amount:	\$504,524.00

Program Office Approvals

*Approval Types

<input type="checkbox"/> Changes in Consultant rates (in excess of \$450/day)	<input type="checkbox"/> Publication Plan Submissions
<input type="checkbox"/> Purchase of Automatic Data Processing (ADP) Equipment and Software	<input type="checkbox"/> Funding for Criminal Justice Information and Communication Systems
<input type="checkbox"/> Foreign Travel Costs	<input checked="" type="checkbox"/> Other (Please enter type of Program Office Approval below) Change in project start

***Required Justification for Program Office Approvals:**

When application for the 2010 Solving Cold Cases with DNA grant was sent, an error was made by the applicant regarding the expiration month for the currently ongoing 2008 Solving Cold Cases with DNA grant. Expiration of the 2008 grant

See next page for entire request

Attachments:

None

Audit Trail:

Description:	Role:	User:	Timestamp:
Approved-Final	PO - GAN 1st Line Supervisor	sheppom	09/21/2010 4:10 PM
Approved-GM	PO - GAN 1st Line Supervisor	heurichc	09/21/2010 3:55 PM
The request to start the project earlier than the proposed date in the application has been reviewed and approved by the program manager.			
Submitted	PO - Grant Manager	JKanatzar	09/21/2010 3:49 PM

<p>When application for the 2010 Solving Cold Cases with DNA grant was sent, an error was made by the applicant regarding the expiration month for the currently ongoing 2008 Solving Cold Cases with DNA grant. Expiration of the 2008 grant</p>	
<p>term was incorrectly believed to on December 31, 2010. In fact, the 2008 grant term expires on November 30, 2010. Therefore, in order to maintain continuity between the 2008 and 2010 grant periods, we are requesting that the start</p>	
<p>date for the 2010 grant be moved forward to December 1, 2010.</p>	



Department of Justice
Office of Justice Programs
National Institute of Justice

Cooperative Agreement

PAGE 1 OF 8

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Jackson County Missouri Prosecutor's Office 415 E. 12th Street, 11th Floor Kansas City, MO 64106	4. AWARD NUMBER: 2010-DN-BX-K008	
	5. PROJECT PERIOD: FROM 01/01/2011 TO 06/30/2012 BUDGET PERIOD: FROM 01/01/2011 TO 06/30/2012	
	6. AWARD DATE 08/24/2010	7. ACTION Initial
1A. GRANTEE IRS/VENDOR NO. 446000525	8. SUPPLEMENT NUMBER 00	
	9. PREVIOUS AWARD AMOUNT	\$ 0
3. PROJECT TITLE Identifying & Investigating Cold Case Crimes in Jackson County.	10. AMOUNT OF THIS AWARD	\$ 504,524
	11. TOTAL AWARD	\$ 504,524

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY10(NIJ - COPS DNA/Forensics) Pub. L. No. 111-117, 123 Stat. 3034, 3138; 28 USC 530C

15. METHOD OF PAYMENT
GPRS

AGENCY APPROVAL GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Laurie Robinson Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Ted Hunt Chief Trial Assistant
-------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------

17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 8/25/10
-----------------------------------------	----------------------------------------------------	----------------------

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES								21. JDNSGT0022.
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	DIV. REG.	SUB.	POMS	AMOUNT	
X	B	DN	60	00	00		504524	

SIGN



Department of Justice
Office of Justice Programs
National Institute of Justice

AWARD CONTINUATION
SHEET
Cooperative Agreement

PAGE 2 OF 8

PROJECT NUMBER 2010-DN-BX-K008

AWARD DATE 08/24/2010

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under 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 involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

8/25/10

SIGN HERE



Department of Justice
Office of Justice Programs
National Institute of Justice

AWARD CONTINUATION
SHEET
Cooperative Agreement

PAGE 3 OF 8

PROJECT NUMBER 2010-DN-BX-K008

AWARD DATE 08/24/2010

SPECIAL CONDITIONS

8. Due to the substantial Federal involvement contemplated in completion of this project, the National Institute of Justice (NIJ) has elected to enter into a cooperative agreement rather than a grant. This decision is based on NIJ's ongoing responsibility to assist and coordinate projects that relate to DNA analysis and capacity enhancement, and certain other forensic activities. NIJ will provide input and re-direction to the project, as needed, in consultation with the recipient, and will actively monitor the project by methods including, but not limited to, ongoing contact with the recipient. In meeting programmatic responsibilities, NIJ and the recipient will be guided by the following principles: responsibility for the day-to-day operations of this project rests with the recipient in implementation of the recipient's approved proposal, the recipient's budget (as approved by NIJ and OJP), and the terms and conditions specified in this award. Responsibility for general oversight and redirection of the project, if necessary, rests with NIJ. In addition to its programmatic reporting requirements, the recipient agrees to provide necessary information as requested by OJP and NIJ. These information requests may include, but are not limited to, specific submissions related to: performance, including measurement of project outputs/outcomes; meeting performance specifications; developmental decision points; changes in project scope or personnel; budget modifications; and/or coordination of related projects.
9. Unless otherwise authorized by NIJ, expenses charged to this award must directly relate to: (a) identification, review, and prioritization of Uniform Crime Report (UCR), Part I Violent Crime "cold cases" (cases for which all significant investigative leads have been exhausted) that have the potential to be solved through DNA analysis; (b) identification, collection, retrieval, or evaluation of biological evidence from such cases that reasonably is expected to contain DNA; or (c) performance of DNA analyses on such biological evidence.

[Handwritten Signature]
8/25/10



Department of Justice
Office of Justice Programs
National Institute of Justice

AWARD CONTINUATION
SHEET
Cooperative Agreement

PAGE 4 OF 8

PROJECT NUMBER 2010-DN-BX-K008

AWARD DATE 08/24/2010

SPECIAL CONDITIONS

10. (a) Accreditation and Privacy Requirements; CODIS; No Research

The recipient shall ensure that each DNA analysis conducted under this award will be performed either-- (1) by accredited government-owned laboratories, or (2) through an accredited fee-for-service vendor. The accreditation must be by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community. The laboratory must undergo external audits not less than once every 2 years that demonstrate compliance with the DNA Quality Assurance Standards established by the Director of the FBI.

The recipient shall maintain each DNA analysis conducted under this award, and each stored DNA sample that results from this award, in accordance with the privacy requirements and restrictions on disclosure described in 42 U.S.C. section 14132(b)(3).

The recipient agrees to notify NIJ promptly upon any change in the accreditation status of any of its forensic science laboratories, if applicable.

The recipient shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and, where applicable, uploaded to the National DNA Index System (NDIS).

The recipient shall ensure that none of the funds provided under this award are used for research or statistical projects or activities as defined by 28 C.F.R. Part 22, or for research as defined by 28 C.F.R. Part 46. Any questions concerning this provision should be directed to the NIJ Program Manager for the award.

(b) Nonsupplanting of State or Local Funds

The recipient shall ensure that federal funds made available through this award will not supplant State or local government funds, but instead will be used to increase the amount of funds that would, in the absence of federal funds, be available from State or local government sources for activities funded through this award.

The recipient agrees to notify NIJ promptly if the recipient receives new State or local government funding for any of the purposes included in the approved application for this award.

(c) Data collection

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

11. The recipient shall submit a report within 90 days of the end of the award period that, at a minimum-- (1) includes a summary and assessment of the program carried out with the funds made available under this Fiscal Year 2010 award, and (2) cites the number of additional violent crime cold cases reviewed for DNA evidence, the number of such cases in which biological evidence still existed, the number subjected to DNA analysis, the number that yielded DNA profiles, the number of resulting profiles entered into CODIS, and the number of CODIS hits as a result of this Fiscal Year 2010 award. The recipient shall ensure that all data and information necessary for the report are collected throughout the award period. The report must be submitted to the Office of Justice Programs, on-line through <https://grants.ojp.usdoj.gov/>.

12. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

JFK
8/25/10



Department of Justice
Office of Justice Programs
National Institute of Justice

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 5 OF 8

PROJECT NUMBER 2010-DN-BX-K008

AWARD DATE 08/24/2010

SPECIAL CONDITIONS

13. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
14. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:
 - 1) name of event;
 - 2) event dates;
 - 3) location of event;
 - 4) number of federal attendees;
 - 5) number of non-federal attendees;
 - 6) costs of event space, including rooms for break-out sessions;
 - 7) costs of audio visual services;
 - 8) other equipment costs (e.g., computer fees, telephone fees);
 - 9) costs of printing and distribution;
 - 10) costs of meals provided during the event;
 - 11) costs of refreshments provided during the event;
 - 12) costs of event planner;
 - 13) costs of event facilitators; and
 - 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

OJP will provide further instructions regarding the submission of this data at a later time.

JCH

8/25/10

SIGN HERE



Department of Justice
Office of Justice Programs
National Institute of Justice

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 6 OF 8

PROJECT NUMBER 2010-DN-BX-K008

AWARD DATE 08/24/2010

SPECIAL CONDITIONS

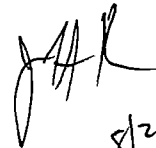
15. To assist in information sharing, the award recipient shall provide the NIJ program manager with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this award. Submission of such materials prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications (written, visual, or sound) - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: This project was supported by Award No. _____, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice.

NIJ defines publications as any planned, written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public.

16. The recipient shall transmit to the NIJ program manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.
17. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
18. Pursuant to 28 C.F.R. Part 18, OJP may suspend or terminate funding under this award before the completion of the project funded by this award, for the recipient's failure to comply with these special conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the recipient will be unable to draw down funds until OJP determines that the recipient is in compliance.
19. The recipient acknowledges that the Office of Justice Programs 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) the copyright in any work developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that the Office of Justice Programs has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.


8/25/10
SIGN



Department of Justice
Office of Justice Programs
National Institute of Justice

AWARD CONTINUATION
SHEET
Cooperative Agreement

PAGE 7 OF 8

PROJECT NUMBER 2010-DN-BX-K008

AWARD DATE 08/24/2010

SPECIAL CONDITIONS

20. Patents and Inventions.

The clauses at 37 C.F.R. section 401.14 (together, the "Patents Rights Clause") are incorporated by reference, with the following modifications.

(1) Where italicized, the terms "contract," "contractor," and "contracting officer" are replaced, respectively, by the terms "award," "award recipient," and "OJP program manager";

(2) Patent Rights Clause paragraph (f) is modified by adding the following at the end:

"(5) The award recipient agrees to provide a report prior to the close out of the award listing all subject inventions or stating that there were none.

(6) The award recipient agrees to provide, upon request, the filing date, patent application number and title; a copy of the patent application; and patent number and issue date for any subject invention in any country in which the award recipient has applied for a patent.";

(3) Patent Rights Clause paragraph (g) is modified to read as follows:

"(g) Subawards and Subcontracts

"The award recipient will include this Patent Rights Clause, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental, or research work. The subaward recipient or subcontractor will retain all rights provided for the award recipient in this clause, and the award recipient will not, as a part of the consideration for awarding the subaward or subcontract, obtain rights in the subaward recipient's or subcontractor's subject inventions."; and

(4) Patent Rights Clause paragraph (l) is modified to read as follows:

"(l) Communications

"Communications on matters relating to this Patent Rights Clause should be directed to the General Counsel, Office of Justice Programs, United States Department of Justice.".

With respect to any subject invention in which the award recipient, or a subaward recipient or subcontractor, retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

SIGN

JFK
8/25/10



Department of Justice
Office of Justice Programs
National Institute of Justice

AWARD CONTINUATION
SHEET
Cooperative Agreement

PAGE 8 OF 8

PROJECT NUMBER 2010-DN-BX-K008

AWARD DATE 08/24/2010

SPECIAL CONDITIONS

21. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.


Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an environmental assessment (EA) as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed Environmental Assessment (EA), it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

22. The recipient may not obligate, expend, or draw down any funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61, and a Grant Adjustment Notice (GAN) has been issued removing this condition.
23. The recipient may not commence activities under this award, and may not obligate, expend, or draw down any funds, until: (a) NIJ has verified that the recipient's proposed use of funds meets the requirements set forth in the program announcement and in this award; and (b) a Grant Adjustment Notice (GAN) has been issued removing this condition.
24. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

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

SIGN


8/25/10