

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$415,829.00 from the undesignated fund balance of the 2012 Grant Fund in acceptance of the Solving Cold Cases with DNA Grant from the U. S. Department of Justice.

ORDINANCE NO. 4479, November 19, 2012

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 \$415,829.13, to provide funding for two case analysts, one investigator, one paralegal, and miscellaneous equipment for the Prosecuting Attorney's Office, for the period of October 1, 2012, to March 31, 2014; 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 undesignated fund balance of the 2012 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			
010-4163	45837 – Increase Revenues	\$415,829	
010-2810	Undesignated Fund Balance		\$415,829
010-2810	Undesignated Fund Balance	\$415,829	
010-4163	55010 – Salary		\$269,901
010-4163	55040 – FICA		\$ 20,647
010-4163	55050 – Pension		\$ 38,569
010-4163	55060 – Insurance		\$ 74,610
010-4163	55070 – Unemployment Insurance		\$ 1,350
010-4163	55110 – Workers Compensation		\$ 4,318
010-4163	55150 – Long-term Disability		\$ 1,349
010-4163	56360 – Life Insurance		\$ 173
010-4163	58171 – Personal Computers/Accessories		\$ 4,140
010-4163	58172 – Printers		\$ 772

and,

BE IT FURTHER ORDAINED that the County Executive be and hereby is authorized to execute any documents necessary to give effect to this Ordinance.

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

APPROVED AS TO FORM:

[Signature]
Chief Deputy County Counselor

[Signature]
County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4479 introduced on November 19, 2012, was duly passed on November 19, 2012 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 7 Nays 0
Abstaining 0 Excused 2 Absent 0

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

11-19-12
Date

[Signature]
Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4479.

11/20/2012
Date

[Signature]
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: \$415,829.00

November 14, 2012
Date

[Signature]
Director of Finance and Purchasing

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

~~Res~~/Ord No.: 4479

Sponsor(s): James D. Tindall

Date: Nov. 19, 2012

SUBJECT	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Ordinance appropriating \$415,829.13 for the 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" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Amount authorized by this legislation this fiscal year:</td> <td style="text-align: right;">\$415,829.13</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td style="text-align: right;">\$415,829.13</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td style="text-align: right;">\$</td> </tr> </table> <p>Source of funding (name of fund) and account code number;</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">FROM:</td> <td style="width: 50%;">FROM ACCT</td> </tr> <tr> <td>010 - Grant Fund, 2810 – Undesignated Fund Balance</td> <td style="text-align: right;">\$415,829.13</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>TO:</td> <td>TO ACCT</td> </tr> <tr> <td>010 – Grant Fund; 4163 – DNA Grant; 55010 – Salary</td> <td style="text-align: right;">\$269,900.80</td> </tr> <tr> <td>010 – Grant Fund; 4163 – DNA Grant; 55040 – FICA</td> <td style="text-align: right;">\$20,647.41</td> </tr> <tr> <td>010 – Grant Fund; 4163 – DNA Grant; 55050 – Pension</td> <td style="text-align: right;">\$38,568.82</td> </tr> <tr> <td>010 – Grant Fund; 4163 – DNA Grant; 55060 – Insurance</td> <td style="text-align: right;">\$74,610.00</td> </tr> <tr> <td>010 – Grant Fund; 4163 – DNA Grant; 55070 – Unemployment</td> <td style="text-align: right;">\$1,349.50</td> </tr> <tr> <td>010 – Grant Fund; 4163 – DNA Grant; 55110 – Worker’s Comp</td> <td style="text-align: right;">\$4,318.41</td> </tr> <tr> <td>010 – Grant Fund; 4163 – DNA Grant; 55150 – LTD</td> <td style="text-align: right;">\$1,349.50</td> </tr> <tr> <td>010 – Grant Fund; 4163 – DNA Grant; 56360 – Life Insurance</td> <td style="text-align: right;">\$172.80</td> </tr> <tr> <td>010 – Grant Fund; 4163 – DNA Grant; 58171 – Computers</td> <td style="text-align: right;">\$4,140.00</td> </tr> <tr> <td>010 – Grant Fund; 4163 – DNA Grant; 58172 – Printers</td> <td style="text-align: right;">\$771.87</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)</p> <p><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:	\$415,829.13	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$415,829.13	Amount budgeted for this item * (including transfers):	\$	FROM:	FROM ACCT	010 - Grant Fund, 2810 – Undesignated Fund Balance	\$415,829.13			TO:	TO ACCT	010 – Grant Fund; 4163 – DNA Grant; 55010 – Salary	\$269,900.80	010 – Grant Fund; 4163 – DNA Grant; 55040 – FICA	\$20,647.41	010 – Grant Fund; 4163 – DNA Grant; 55050 – Pension	\$38,568.82	010 – Grant Fund; 4163 – DNA Grant; 55060 – Insurance	\$74,610.00	010 – Grant Fund; 4163 – DNA Grant; 55070 – Unemployment	\$1,349.50	010 – Grant Fund; 4163 – DNA Grant; 55110 – Worker’s Comp	\$4,318.41	010 – Grant Fund; 4163 – DNA Grant; 55150 – LTD	\$1,349.50	010 – Grant Fund; 4163 – DNA Grant; 56360 – Life Insurance	\$172.80	010 – Grant Fund; 4163 – DNA Grant; 58171 – Computers	\$4,140.00	010 – Grant Fund; 4163 – DNA Grant; 58172 – Printers	\$771.87
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PRIOR LEGISLATION	Prior ordinances and (date): <u>4262</u> <u>10/10</u> Prior resolutions and (date):																					
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Ted Hunt, 11/6/12																					
REQUEST SUMMARY	<p>Requesting an Ordinance appropriating \$415,829.13 in acceptance of the Solving Cold Cases with DNA Grant awarded to Jackson County by the US Department of Justice for the funding of two case analysts, one investigator, one paralegal and miscellaneous equipment. This grant expires 3/31/14.</p> <p>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 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 third "Solving Cold Cases with DNA" grant award by the National Institute of Justice to the Jackson County Prosecutor's Office.</p> <p>Please appropriate \$415,829.13 into 010-4163:</p> <table data-bbox="370 877 933 1213"> <tr> <td>55010 (salary)</td> <td>\$ 269,900.80</td> </tr> <tr> <td>55040 (fica)</td> <td>20,647.41</td> </tr> <tr> <td>55050 (pension)</td> <td>38,568.82</td> </tr> <tr> <td>55060 (insurance)</td> <td>74,610.00</td> </tr> <tr> <td>55070 (unemployment)</td> <td>1,349.50</td> </tr> <tr> <td>55110 (workers comp)</td> <td>4,318.41</td> </tr> <tr> <td>55150 (long term disability)</td> <td>1,349.50</td> </tr> <tr> <td>56360 (life insurance)</td> <td>172.80</td> </tr> <tr> <td>58171 (computer)</td> <td>4,140.00</td> </tr> <tr> <td>58172 (printer)</td> <td>771.87</td> </tr> </table>		55010 (salary)	\$ 269,900.80	55040 (fica)	20,647.41	55050 (pension)	38,568.82	55060 (insurance)	74,610.00	55070 (unemployment)	1,349.50	55110 (workers comp)	4,318.41	55150 (long term disability)	1,349.50	56360 (life insurance)	172.80	58171 (computer)	4,140.00	58172 (printer)	771.87
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CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)																					
ATTACHMENTS																						
REVIEW	Department Director: <i>Jean Peters Baker</i>	Date: <i>11/7/12</i>																				
	Finance (Budget Approval): <i>Suzal Mad</i> <i>If applicable</i>	Date: <i>11/8/12</i>																				
	Division Manager:	Date: <i>11/9/12</i>																				
	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	\$415,829.13

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.

Budget Detail Worksheet

Purpose: The Budget Detail Worksheet may be used as a guide to assist you in the preparation of the budget and budget narrative. You may submit the budget and budget narrative using this form or in the format of your choice (plain sheets, your own form, or a variation of this form). However, all required information (including the budget narrative) must be provided. Any category of expense not applicable to your budget may be deleted.

A. Personnel—List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
Colin McClain - Cold Case Analyst	\$48,214.40 annual x 1.5 (18 mos) \$23.18 6% increase	\$73,767.20
Victoria Austin - Cold Case Analyst	\$44,116.80 annual x 1.5 (18 mos) \$21.21 6% increase	\$67,496.00
Lisa Spry - Cold Case Investigator	\$45,427.20 annual x 1.5 (18 mos) \$21.84 3% increase	\$68,827.20
Jennifer Meisberger - Cold Case Paralegal	\$39,478.40 annual x 1.5 (18 mos) \$18.98 3% increase	\$59,810.40
TOTAL		\$269,900.80

B. Fringe Benefits—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Category	Computation	Cost
-Employer's FICA	\$269,900.80 x 7.65%	\$20,647.41
-Employer's PENSION	\$269,900.80 x 14.29%	\$38,568.82
-Employer's WORKERS COMPENSATION	\$269,900.80 x .016	\$4,318.41
-Employer's DISABILITY	\$269,900.80 x .005	\$1,349.50
-Employer's HEALTH INSURANCE	4 @ \$12,435 x 1.5 = \$18,652.50 each	\$74,610.00
-Employer's UNEMPLOYMENT COMPENSATION	\$269,900.80 x .005	\$1,349.50
-Employer's LIFE INSURANCE	4 @ \$28.80 x 1.5 = \$43.20 each	\$172.80
TOTAL		\$141,016.46

Total Personnel & Fringe Benefits **\$410,917.26**

TOTAL \$0.00

G. Consultants/Contracts-- Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions

Consultant Fee: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided	Computation	Cost
		Subtotal	\$0.00

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.)

Item	Location	Computation	Cost
		Subtotal	\$0.00

Contracts: Provide a description of the product or services to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Cost
Contract 1	
	Subtotal
	CONSULTANTS/ CONTRACTS TOTAL \$0.00

H. Other Costs-- List items (e.g., rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot rent, and provide a monthly rental cost and how many months to rent.

Description	Computation	Cost

TOTAL \$0.00

I. Indirect Cost--Indirect costs are allowed only if the applicant has Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

Description

Computation

Cost

TOTAL \$0.00

Budget Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

Budget Category	Amount	
A. Personnel	\$269,900.80	
B. Fringe Benefits	\$141,016.46	
C. Travel	\$0.00	
D. Equipment	\$4,911.87	
E. Supplies	\$0.00	
F. Construction	\$0.00	
G. Consultants/Contracts	\$0.00	
H. Other	\$0.00	
Total Direct Costs	\$415,829.13	
I. Indirect Costs	\$0.00	
TOTAL PROJECT COSTS	\$415,829.13	
		Federal Request
		Non-Federal Amount
		\$415,829.13
		\$0.00

NOTE: If a Non-Federal amount is entered, make sure those items for which they will be used must be incorporated into your overall budget. Indicate clearly throughout you budget narrative and detail worksheet for which items these funds will be used.



Department of Justice
Office of Justice Programs
National Institute of Justice

Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Jackson County Missouri Prosecutors Office 415 E. 12th Street, Floor 11 Kansas City, MO 64106-2706		4. AWARD NUMBER: 2012-DN-BX-K031	
		5. PROJECT PERIOD: FROM 10/01/2012 TO 03/31/2014 BUDGET PERIOD: FROM 10/01/2012 TO 03/31/2014	
		6. AWARD DATE 08/23/2012	7. ACTION
1A. GRANTEE IRS/VENDOR NO. 446000525	8. SUPPLEMENT NUMBER 00		Initial
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Identifying, Evaluating, and Investigating Violent Cold Case Crimes in Jackson County, Missouri		10. AMOUNT OF THIS AWARD \$ 415,829	
		11. TOTAL AWARD \$ 415,829	
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 FY12(NIJ - S&LLEA DNA/Other Forensics) Pub. L. No. 112-55, 125 Stat. 552, 616; 28 USC 530C			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL John H. Laub Director, National Institute of Justice		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Ted R. Hunt Chief Trial Assistant/Project Manager	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 9-4-12
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DN 60 00 00 415829		21. LDNSGT0262	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
National Institute of Justice

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

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PROJECT NUMBER 2012-DN-BX-K031

AWARD DATE 08/23/2012

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.
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.

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Department of Justice
Office of Justice Programs
National Institute of Justice

AWARD CONTINUATION
SHEET
Cooperative Agreement

PAGE 3 OF 10

PROJECT NUMBER 2012-DN-BX-K031

AWARD DATE 08/23/2012

SPECIAL CONDITIONS

8. The recipient agrees to comply with applicable requirements regarding Central Contractor Registration (CCR) and applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ccr.htm> (Award condition: Central Contractor Registration and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.
11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds 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 being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
13. 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.
14. Unless otherwise authorized by NIJ in writing, 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 may reasonably be expected to contain DNA; or (c) performance of DNA analyses on such biological evidence, including the handling or screening of this evidence.

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Department of Justice
Office of Justice Programs
National Institute of Justice

AWARD CONTINUATION
SHEET
Cooperative Agreement

PAGE 4 OF 10

PROJECT NUMBER 2012-DN-BX-K031

AWARD DATE 08/23/2012

SPECIAL CONDITIONS

15. (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 Federal Bureau of Investigation.

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) Evaluations

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.

16. 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 2012 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 viable DNA profiles, the number of resulting profiles entered into CODIS, and the number of CODIS hits as a result of this Fiscal Year 2012 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/>.

17. 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/fl_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.

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18. 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/>.

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19. 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.

Further instructions regarding the submission of this data, and how to determine costs, are available at www.ojp.gov/funding/confcost.htm.

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20. 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.

21. 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.
22. 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.
23. 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.
24. The recipient acknowledges that the Office of Justice Programs (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; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP 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. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

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.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient 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.

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25. 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.

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26. 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 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 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.

27. 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 (including Appendix D), and a Grant Adjustment Notice (GAN) has been issued removing this condition.
28. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards 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).
29. 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.

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

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

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

31. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

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